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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. June 26, 2012

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on June 19, 2012

II. CONSENT AGENDAS (ITEMS 1 THROUGH 18)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

Workshop to follow

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 18)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated June 25, 2012.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses:

<u>Special Event</u>	<u>2012</u>	<u>(Consumption on Premises)</u>
Run for the Red	July 28, 2012 7:00 PM to 10:00 PM	Central Riverside Park 720 Nims

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2012</u>	<u>(Consumption on Premises)</u>
Kristin Hale	Ty's Diner**	928 West 2nd Street

<u>Renewal</u>	<u>2012</u>	<u>(Consumption off Premises)</u>
Amy Thrasher	Walmart #5855***	Wal-Mart Stores, Inc.
James Brown	OnCue Espress #600***	433 South Greenwich Road
Amir Etezazi	EEI –CSI***	248 South Hillside
Cari Spainhour	Quik Trip #320***	1021 West 31st Street South

*Consumption/Tavern less than 50% of gross revenues from sale of food.

**General/Restaurant 50% or more gross revenue from sale of food.

***Consumption/Retailer grocery stores, convenience stores etc.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

RECOMMENDED ACTION: Receive and file.

5. Consideration of Street Closures/Uses.

- Community Events - Run 4 the Red 5K.(District IV)
- Community Events - KEYN Oldies Concerts at WaterWalk. (District I)
- Community Events - Automobilia's Moonlight Car Show and Street Party. (District VI)
- Community Events - Waterfront Triathlon. (District II)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. On-Call Architectural Services.
- b. Engineering and Management Bond Services.
- c. Supplemental Agreement No. 1 - to construct Lateral 1b, Main 19 Four Mile Creek Sewer to serve Stonebridge Addition. (District II)
- d. Renewal of Contract – Kansas Department of Agriculture Food Service Establishment Inspection and Regulatory Services Contract.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Minutes of Advisory Boards/Commissions

Wichita Public Library, May 15, 2012
Wichita Historic Preservation Board, May 14, 2012
Joint Investment Committee, May 3, 2012

RECOMMENDED ACTION: Receive and file.

8. Contract for Professional Services.

RECOMMENDED ACTION: Approve the contract with Triplett Woolf and Garretson and authorize the necessary signatures.

9. Sidewalk Repair Assessment Program.

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinance on first reading.

10. Homelessness Prevention and Rapid Re-Housing Data Collection Budget Increase.

RECOMMENDED ACTION: Approve a budget increase in the Homeless Prevention and Rapid Re-Housing Data Collection contract and authorize the necessary signatures.

11. Hardware maintenance and technical support vendor selection and agreement.

RECOMMENDED ACTION: Approve the selection of Systems Management Services Inc and authorize the Mayor to sign the agreement.

12. Nuisance Abatement Assessments. (Districts I, II, III, IV and VI)

RECOMMENDED ACTION: Approve the proposed assessment and place the ordinance on first reading.

13. Airport and Transit Departments migration from DataStream to Lucity for asset management.

RECOMMENDED ACTION: Approve the funding for the Transit and Airport migrations from DataStream to Lucity for asset management.

14. Notice of Intent to Use Debt Financing - Electrical Equipment and Cabling, Package 25 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

15. Second Reading Ordinances: (First Read June 19, 2012)
a. Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

16. *ZON2012-00011 – City zone change from SF-5 Single-family Residential ("SF-5") to GO General Office ("GO") for a medical clinic at Dodge Elementary School, generally located west of Anna and south of 2nd Street, 4801 West 2nd Street North. (District IV)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change request with Protective Overlay #268, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

17. *Section 8 Administrative Plan Revisions.

RECOMMENDED ACTION: Review and approve the Section 8 Administrative Plan revisions for the Section 8 Housing Choice Voucher Program.

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

18. ***South Maintenance Yard Paving and Drainage Improvements - Wichita Mid-Continent Airport.**

RECOMMENDED ACTION: Initiate the project, approve the budget and contract.

City of Wichita
City Council Meeting
June 26, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Run 4 the Red (District IV)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Mandy Emery, is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Run 4 the Red 5K July 28, 2012 6:00 pm – 9:00 pm

- Wiley Street, Murdock to West River Boulevard
- West River Boulevard, through Roundabout to Stackman Drive
- Stackman Drive, Nims Street through Roundabout to Pine Street
- Pine Street, Stackman Drive to Woodrow Street
- Woodrow Street, Pine Street to Murdock Street
- Murdock Street, Woodrow Street to Amidon Street
- Amidon Street, Murdock Street to 11th Street North
- 11th Street North, North River Boulevard to Oak Park Drive
- Oak Park Drive, 11th Street North to Bitting Street
- Bitting Street, Oak Park Drive to West River Boulevard
- West River Boulevard, Bitting Street to Wiley Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
June 26, 2012

TO: Mayor and City Council

SUBJECT: Community Events – KEYN Oldies Concerts at WaterWalk (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Sharon VanHorn, VanHorn Productions is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

KEYN Oldies Concerts at WaterWalk July 6, 13, 20, 27 and August 3 and 10, 2012 5:00 pm – 11:00 pm

- Water Street, Dewey Street to Waterman Street.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
June 26, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Automobilia’s Moonlight Car Show & Street Party
(District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Gary Carpenter, Automobilia is coordinating with area business owners and making arrangements with staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Automobilia’s Moonlight Car Show & Street Party July 14, 2012 1:00 pm – July 15, 2011 1:00 am

- § 1st Street, Broadway Street to Mosley Street.
- § Topeka Street, Douglas Avenue to 1st Street.
- § Emporia Street, Douglas Avenue to 2nd Street.
- § St. Francis Street, Douglas Avenue to 2nd Street.
- § Santa Fe Street, Douglas Avenue to 1st Street.
- § Mead Street, First Street to Douglas Avenue.
- § Moore Street, First Street to Douglas Avenue.
- § Rock Island Street, 1st Street to Douglas Avenue.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
June 26, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Waterfront Triathlon (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Patrick Todd, Oz Endurance is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Waterfront Triathlon July 22, 2012 6:30 am – 10:00 am

- 21st Street North, 95th Street South to 121st Street East.
- 121st Street East, 21st Street North to 13th Street North.
- 13th Street North, 121st Street East to Waterfront Parkway.
- 95th Street East, Waterfront Parkway to 21st Street North.
- 13th Street North, Waterfront Parkway to Webb Road.
- Webb Road, 13th Street North to Waterfront Parkway

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

**City of Wichita
City Council Meeting
June 26, 2012**

TO: Mayor and City Council Members

SUBJECT: On-Call Architectural Services

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the consultant contracts and authorize the necessary signatures

Background: Various departments, boards and agencies of the City of Wichita throughout the year require licensed architectural and engineering services to assist City staff with minor building related projects. The concept of retaining an architectural firm for on-call services on projects where the professional fees would not exceed \$25,000 was approved in 2006 and a Request for Proposals was issued. The on-call contract with McCluggage Van Sickle & Perry was the City's first, and it proved very successful in saving time and expediting projects. It was a 1-year contract and was renewed twice. Due to the volume of small projects, it was decided that the on-call contract issued in 2009 would be with two architectural firms who would compete for the projects, resulting in greater economy and efficiency. McCluggage Van Sickle & Perry (now GLMV) and Law/Kingdon were selected for 1-year contracts, both of which have been renewed twice and are due to expire. It is now time to enter into new contracts.

Analysis: Request for Proposal (RFP) FP240017 was mailed on March 21, 2012. Nine (9) firms responded as follows: Hanney & Associates; Architectural Innovations, LLC; PBA Architects; LawKingdon Architecture; Kreibel Architecture; Schaeffer Johnson Cox Frey Architecture; Spangenberg Phillips Tice Architecture; Shelden Architecture, Inc.; and WDM Architects.

The Staff Screening and Selection Committee met on May 15, 2012 and selected three firms for further interviews. These were:

1. LawKingdon Architecture
2. Schaeffer Johnson Cox & Frey Architecture
3. Spangenberg Phillips Tice Architecture

The Staff Screening and Selection Committee held interviews with the above mentioned firms on May 23, 2012 and selected LawKingdon Architecture and Spangenberg Phillips Tice Architecture as the top two consultants for On-Call Architectural Services based on their Experience, Preparedness and Fees Structure.

Financial Considerations: Funding for these professional services will come from funds properly appropriated and approved for each project. The on-call services will be limited to \$25,000 or less in fees for each separate project.

Goal Impact: On-call professional services address the Economic Vitality and the Quality of Life goals through greater speed and efficiency in fulfilling the architectural/engineering needs of City projects.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the selection of **LawKindgon Architecture** and **Spangenberg Phillips Architecture** as On-Call Architects, approve the Contracts and authorize the necessary signatures.

Attachments: On-Call Contracts (2)

**CONTRACT
for
ON CALL ARCHITECTURAL SERVICES**

BLANKET PURCHASE ORDER NUMBER BP240059

THIS CONTRACT entered into this 1st day of July, 2012 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **SPANGENBERG PHILLIPS TICE, LLC DBA SPANGENBERG PHILLIPS TICE ARCHITECTURE** (Vendor Code Number 823930-001) whose principal office is at 121 N. Mead, Suite 201, Wichita, Kansas 67202, Telephone Number (316) 267-4002, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited a proposal for **On Call Architectural Services** (Formal Proposal – FP240017) [Commodity Code Number 90607]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP240017 [Commodity Code Number 90607], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP240017, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay **VENDOR** for **On Call Architectural Services** for Formal Proposal – FP240017 [Commodity Code Number 90607] for the Public Works & Utilities Department / Engineering & Architecture Division as **per Exhibit B** as compensation per **VENDOR'S** proposal of April 4, 2012 and as approved by the City Council on June 26, 2012.

Hourly Rates: The hourly rates shall not exceed the rates indicated in attached Exhibit B, submitted by **VENDOR** in Formal Proposal FP930007 as Hourly Fee Schedules. Project fees shall not exceed \$25,000 for each project with a total not to exceed \$250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the **VENDOR** to proceed.

Reimbursable expenses markup as per proposal

3. Term. The term of this contract shall be from **July 1, 2012 through June 30, 2013** with options to renew the contract under the same terms and conditions for two (2) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

5. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. Compliance with Laws. **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

8. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

THE CITY OF WICHITA

Janis Edwards
Deputy City Clerk

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

**SPANGENBERG PHILLIPS TICE, LLC
DBA SPANGENBERG PHILLIPS TICE
ARCHITECTURE**

Gary E. Rebenstorf
Gary E. Rebenstorf
Director of Law

Aina Loomis
Signature

Aina Loomis
Print Signature Name

Partner
Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B

4) Hourly Fee Schedules:

SPANGENGER PHILLIPS TICE ARCHITECTURE

Ron Spangenberg	Partner/Architect	\$124/hr
Randy Phillips	Partner/Architect	\$120/hr
Greg Tice	Partner/Architect	\$110/hr
Brad Teeter*	Partner/Architect	\$106/hr
Rebecca Gates	Partner/Interior Architecture	\$104/hr
Mike Decker	Architect	\$102/hr
Dave Wells	Landscape Designer	\$100/hr
Gina Loomis*	Partner/Interior Designer	\$92/hr
Justin Parks	Architect	\$84/hr
Brandon Gibson	Architect	\$84/hr
Jon Looney	Architect	\$84/hr
Kristine Hensley	Architect	\$80/hr
Tony Jacobs*	Architect	\$80/hr
Drew Meek	Intern Architect	\$76/hr
Jennifer Rygg	Intern Architect	\$72/hr
Denae Denio-Odle	Interior Architecture	\$68/hr
Luke Dolechek	Intern Architect	\$68/hr
Chad Jimenez	Design Illustrator/Drafter	\$62/hr
Lois Prochaska-Frack	Interior Architecture	\$62/hr
Wes Morgan	Intern Architect	\$58/hr
Becky McClean	Business Manager/Clerical	\$54/hr
Clerical		\$36/hr

***Project Team**

Markup for reimbursable expenses including reproduction costs for architectural and any engineering and/or consulting fees will be billed at 1.1 times cost in addition to the above architectural hourly fee.

Hourly Fee Schedules:

PROFESSIONAL ENGINEERING CONSULTANTS

Principal Engineer 5.....	\$150.00
Principal Engineer 4.....	\$140.00
Principal Engineer 3.....	\$130.00
Principal Engineer 2.....	\$125.00
*Mechanical - Bryan Ward, PE, LEED AP	
*Electrical - Shawn Schrader, PE	
Principal Engineer 1.....	\$123.00
Project Manager 5.....	\$121.00
Project Manager 4.....	\$115.00
Project Engineer 5.....	\$105.00
Project Engineer 4.....	\$100.00
*Civil - Matthew Billingslea, PE	
*Structural - Clay Cline, PE, LEED AP	
Project Engineer 3.....	\$90.00
Project Engineer 2.....	\$85.00
Design Engineer 3.....	\$80.00
Design Engineer 2.....	\$75.00
Landscape Arch. 3.....	\$80.00
Landuse Planner 3.....	\$90.00
Design Technician Supervisor 4.....	\$95.00
Design Technician Supervisor 3.....	\$85.00
Design Technician Supervisor 2.....	\$65.00
Design Technician 5.....	\$85.00
Design Technician 4.....	\$75.00
Design Technician 3.....	\$65.00
Drafter/CAD Operator 4.....	\$58.00
Drafter/CAD Operator 3.....	\$52.00
Drafter/CAD Operator 2.....	\$45.00
Balance Technician Supervisor 3.....	\$85.00
Balance Technician 4.....	\$80.00
Balance Technician 3.....	\$70.00
Administrative Assistant 4.....	\$60.00
Administrative Assistant 3.....	\$53.00
Clerk Typist 2.....	\$50.00
Clerk Typist 1.....	\$42.00
Computer/CADD.....	\$18.00

***Project Team**

Premium time for all non-salaried personnel - 1.5 multiplier

CONTRACT
for
ON CALL ARCHITECTURAL SERVICES

BLANKET PURCHASE ORDER NUMBER BP240060

THIS CONTRACT entered into this 1st day of July, 2012 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **LAW/KINGDON INC. DBA LAW KINGDON ARCHITECTURE** (Vendor Code Number 80969-001), whose principal office is at 345 Riverview, Suite 200, Wichita, Kansas 67203, Telephone Number (316) 268-0230, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited a proposal for **On Call Architectural Services** (Formal Proposal – FP240017) [Commodity Code Number 90607]; and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP240017 [Commodity Code Number 90607], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP240017, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay **VENDOR** for **On Call Architectural Services** for Formal Proposal – FP240017 [Commodity Code Number 90607] for the Public Works & Utilities Department / Engineering & Architecture Division as shown below as compensation as per **VENDOR'S** proposal of April 4, 2012 and as approved by the City Council on June 26, 2012.

Hourly Rates: The hourly rates shall not exceed the rates indicated below, submitted by **VENDOR** in Formal Proposal FP930007 Fee Schedule. Project fees shall not exceed \$25,000 for each project with a total not to exceed \$250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the **VENDOR** to proceed.

<u>DISCIPLINE</u>	<u>HOURLY RATE</u>
Project Architect	\$ 80.00
Interior Design	\$ 60.00
Landscape Design	\$ 75.00
Electrical Engineer	\$ 80.00
Mechanical Engineer	\$ 80.00
Structural Engineer	\$100.00
Civil Engineer	\$100.00
Construction Cost Est/Admin	\$ 80.00
Draftsman	\$ 66.00

Reimbursable Costs as per proposal

Other Team Members as per proposal

3. Term. The term of this contract shall be from **July 1, 2012 through June 30, 2013** with options to renew the contract under the same terms and conditions for two (2) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

5. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. Compliance with Laws. **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

8. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

12. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

THE CITY OF WICHITA

Janis Edwards
Deputy City Clerk

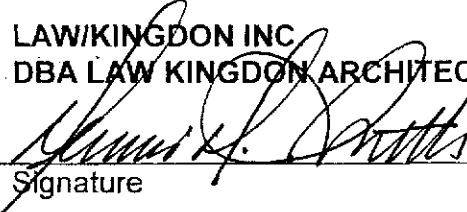
Carl G. Brewer
Mayor

APPROVED AS TO FORM:

LAW/KINGDON INC
DBA LAW KINGDON ARCHITECTURE




Gary E. Rebenstorf
Director of Law



Signature



Print Signature Name



Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
June 26, 2012**

TO: Mayor and City Council

SUBJECT: Engineering and Management Bond Services (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the contract.

Background: Public Works & Utilities is legally required to hire an independent engineering firm every three years to evaluate and report on the condition and operation of the utility. The last report was completed in 2009.

In addition, a Bond Feasibility Study must be conducted prior to selling revenue bonds. It is the intent of the utility to sell revenue bonds in January 2013. The utility may also sell revenue bonds in 2014 and/or 2015.

Much of the information required in these two reports is the same. Staff proposes hiring one engineering firm to provide both documents, and any subsequent bond feasibility studies required through the year 2015. This will avoid paying two firms to collect the same information.

Analysis: One firm, Burns & McDonnell, submitted a proposal. Since only one proposal was received and the proposed price was fair and equitable, a Staff Screening and Selection Committee was not required.

Financial Considerations: The cost proposed to provide the Condition and Operation Report and the Bond Feasibility Study is \$28,420 and \$23,965 respectively. The agreement also includes that Burns & McDonnell complete the Bond Feasibility Study for 2014 and 2015 at the cost of \$23,965 for each year. This brings the total contract amount to \$100,315. The Condition and Operation report is an operational expense paid from the operating budget, and the cost of the Bond Feasibility Studies will be included in bond issuance expenses.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing reliable, compliant and secure utilities.

Legal Considerations: The triennial Condition and Operation Report is required by the bond ordinance. The contract has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that City Council award the contract to Burns & McDonnell and authorize the necessary signatures

Attachments: Contract for Engineering and Management Bond Services.

A G R E E M E N T
for
PROFESSIONAL SERVICES
by and between
THE CITY OF WICHITA, KANSAS
and
BURNS & MCDONNELL
for
ENGINEERING AND MANAGEMENT BOND SERVICES

THIS CONTRACT, made and entered into this 26th day of June, 2012, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation of the State of Kansas, having its principal office at 455 North Main Street, Wichita, Kansas, 67202 (hereinafter called "**CITY**"), and BURNS & MCDONNELL, having its principal office at 9400 Ward Parkway, Kansas CITY, Missouri, (hereinafter called "**ENGINEER**").

WITNESSETH: That

WHEREAS, the **CITY** has solicited proposals for providing professional services pertaining to provision of a triennial Condition & Operation Report, and up to three Bond Feasibility Studies; and

WHEREAS, the **ENGINEER** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**;

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. **ENGINEER** shall provide to the **CITY** all those services specified in its response to Formal Proposal Number 240020, which is incorporated herein by this reference to the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the **CITY** of Wichita as part of the proposal letting process for Formal Proposal 240020, shall be considered a part of this contract and is incorporated by reference herein.

2. The **ENGINEER** hereby agrees to provide the 2013 Bond Feasibility Study to the **CITY** as identified in the foregoing section by June 30, 2013. This assumes the timely receipt by the Engineer of all relevant documents and direction to be provided by the **CITY**.

3. The **ENGINEER** hereby agrees to provide the 2012 Condition & Operation Report to the **CITY** as identified in the foregoing section by August 31, 2012. This assumes the timely receipt by the Engineer of all relevant documents and direction to be provided by the **CITY**.

4. The charges for professional services will be on the basis of time spent and actual expenses incurred in performing services for and on behalf of the **CITY**. In addition, **CITY** agrees to pay the reasonable and necessary expenses and disbursements actually incurred by **ENGINEER**, including but not limited to out-of-pocket actual expenses for travel, duplicating, postage, and long distance telephone calls. In no event, however, shall the total compensation (including compensation for expenses) exceed \$28,420.00 for the 2012 Condition & Operations Report, \$23,965.00 for the 2013 Bond Feasibility Report, \$23,965.00 for the 2014 Bond Feasibility Report and \$23,965.00 for the 2015 Bond Feasibility Report.

5. Payments shall be made in accordance with City purchasing procedures upon presentation of statements for services rendered and as approved by the Department Director. There shall be no further compensation for services rendered or for expenses incurred in addition to those specified above in the absence of prior written consent. It is understood that **ENGINEER** shall have no responsibility to perform services if the **CITY** does not authorize additional funds for payment of same.

6. **ENGINEER** will maintain a contemporaneous record of hours billed, indicating in brief summary a description of the work performed. The statements submitted for services rendered under the terms of this Agreement will in no case be for more than this record will corroborate. A copy of such record shall be attached to the statement.

7. This Agreement may not be assigned, transferred, or in any way disposed of by **ENGINEER** without first having obtained written approval from the City Manager or City Council of the City of Wichita, Kansas.

8. **ENGINEER** agrees that it will be available at all reasonable times for conferences and consultation with the City Council, the City Manager, and/or the City Attorney and their staffs throughout the term of this Agreement.

9. Either party may terminate this Agreement upon ten (10) days written notice to the other. In the event of such termination, **ENGINEER** shall be paid for services rendered and for which payment has not been made.

10. **ENGINEER** agrees that it will observe the provisions of the Wichita Ordinance Against Discrimination and will not discriminate against any person in the performance of services under this Agreement because of race, color, sex, religion, national origin, ancestry, marital status, age or physical handicap, except where age or physical handicap is a bona fide occupational qualification. The **ENGINEER** agrees to comply with the **CITY's** Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements, which is attached hereto as Exhibit A, and is incorporated herein by this reference.

11. This Agreement contains no authorization in any event for **ENGINEER** to sign any papers or documents in the name of the **CITY**. Further, it is understood and agreed that **ENGINEER** shall have no authority to contract or incur any liability, cost or expense on the part of the **CITY** except as may be authorized by this Agreement or specifically authorized in writing by the City Manager or the City Attorney.

12. **ENGINEER** shall maintain Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall not be less than:

Workman's Compensation - Statutory

Employer's Liability - \$100,000.00 each occurrence

Further, a comprehensive general liability policy shall be maintained by the **ENGINEER** that shall be written in a comprehensive form and shall protect **ENGINEER** against all claims arising from injuries to persons (other than **ENGINEER'S** employees) or damage to property of the **CITY** or others arising out of any negligent act or omission of **ENGINEER**, its agents, officers, employees or subconsultants in the performance of **ENGINEER** services under this agreement. The liability limit shall

not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this Agreement. The ENGINEER shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

13. This Agreement may not be changed except by written amendment signed by both parties.

14. This Agreement shall be governed by, and construed in accordance with, the laws of Kansas.

IN WITNESS WHEREOF, the **CITY** and the **ENGINEER** have executed this Agreement on the date first above written.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

BURNS & MCDONNELL

ATTEST:

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
June 26, 2012

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 1 - to construct Lateral 1b, Main 19 Four Mile Creek Sewer to serve Stonebridge Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: In 2007, the City approved an agreement with Baughman to prepare the design of a sanitary sewer lateral that would allow for the removal of an outdated lift station in need of repairs acquired by the City in 2001. Plans were prepared but construction was delayed due to lack of funding.

Analysis: The supplemental agreement will provide design services to update plans to account for recent development in the area and provide documents for acquisition of additional easements.

Financial Considerations: The original agreement was in the amount of \$5,000. Payment to Baughman Company for this supplemental agreement is \$4,600 and will be paid on a lump sum basis. This brings the total contract amount to \$9,600. It will be funded 100% by the Water Utility, and funding is available within the project budget.

Goal Impact: This supplemental agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the sanitary sewer lateral.

Legal Considerations: The supplemental agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 22, 2006

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 22, 2006) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvement to **Lateral 1b, Main 19 FMCS to serve Stonebridge Addition** (Project No. 468-84377)

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein).

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Lateral 1b, Main 19 FMCS; Stonebridge Addition (468-84377)
See additional Scope of Services attached

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$4,600.**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by 6/8/2012;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by

the actions or inaction of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2012.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

BAUGHMAN COMPANY

(Name and Title)

ATTEST:



Baughman

May 30, 2012

Gary Janzen, P.E.
City of Wichita
Department of Engineering
455 N. Main, 7th Floor
Wichita, KS 67202

**RE: Lateral 1b, Main 19, FMC Sanitary Sewer Improvements
Supplemental Fee Request**

Dear Mr. Janzen:

Per the City's request to revise and update the existing plans, please consider this letter as our formal request for a supplemental fee for this project. I should note that our previous contract for this Project was closed out with the City in early 2009. Our understanding is that the easement acquisition process is in the works, and the City would like to construct this plan as soon as possible. The reasons for this request are as follows:

- Re-route of the proposed twelve (12) inch sewer line through the Ablah and Stevenson properties.
- Additional field survey services to facilitate the re-route.
- Coordination and meetings with the affected property owner(s).
- Legal descriptions and property exhibits to allow the City to acquire both permanent and temporary easements.
- Plan update of the lift station abandonment process including new material quantity and pricing estimates.
- Provide to the City additional pre-bidding and construction services.

For this additional work we are requesting \$4,600 to complete the sewer line, update the plans, and provide services through construction. We would anticipate a pre-bid meeting for this Project as well. Should you have any questions or need more clarification on this request, please don't hesitate to email me at jbradley@baughmanco.com or give me a call me at 262-7271. We look forward to seeing this Project complete through construction. Thank you.

Baughman Company, P.A.
315 Ellis
Wichita, Kansas 67211
P 316-262-7271 F 316-262-0149



Baughman

Most Respectfully,

Baughman Co. P.A.

Jerrold F. Bradley, Jr., P.E., L.S.

V.P. - Capital Projects Director

cc: Tyler Voth, P.E.

File

ENGINEERING
SURVEYING
PLANNING
LANDSCAPE
ARCHITECTURE

Baughman Company, P.A.
315 Ellis
Wichita, Kansas 67211
P 316-262-7271 F 316-262-0149

City of Wichita
City Council Meeting
June 26, 2012

To: Mayor and City Council

Subject: Renewal of Contract – Kansas Department of Agriculture Food Service Establishment Inspection and Regulatory Services Contract (All Districts)

Initiated By: Department of Public Works & Utilities

Agenda: Consent

Recommendation: Approve renewal of the contract.

Background: The Office of Environmental Health conducts inspections of food service establishments within Wichita and Sedgwick County on behalf of the Kansas Department of Agriculture (KDA). Environmental Health staff enforces state regulations and initiates state enforcement mechanisms as appropriate. KDA remits 80% of license revenue (as established by state statute) to the City and provides enforcement assistance and training for local staff. Past contract terms have covered 12 months from July through June. In 2012 KDA shifted the annual food service license renewal date to March 31. To accommodate this one-time change, KDA has proposed to renew the contract with the City of Wichita for a 9-month term from July 2012 through March 2013. Future contracts will revert back to a 12-month term beginning in April 2013.

Analysis: Contract inspections by local entities reduce duplication of effort, provide a single source of contact for industry and citizens, and contribute substantially to local food protection budgets. The use of Kansas regulations and enforcement procedures promotes consistency within the state. The state contract provides leverage for operating city grocery inspections, tobacco control, and grease compliance programs at a relatively minimal cost to the City.

Financial Consideration: Staff estimates the value of the contract at approximately \$290,000 based on the City's aforementioned 80% share of the KDA licensing revenue. The KDA revenue offsets approximately 69% of the Environmental Health food inspection budget. The remaining 31% is offset by City grocery license fees, charges for on-site City food handler classes, and the City's grease program revenue.

Goal Impact: This contract addresses the Safe and Secure Community goal by providing inspection, education, and enforcement actions to reduce the risk of food-borne illness.

Legal Consideration: The contract has been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the KDA contract and authorize the necessary signatures.

Attachment: 2012-2013 KDA contract and contractual provisions.

CONTRACT
between
KANSAS DEPARTMENT OF AGRICULTURE
and
CITY OF WICHITA DEPARTMENT OF PUBLIC WORKS
for
FOOD SERVICE ESTABLISHMENT INSPECTIONS AND REGULATORY SERVICES

This CONTRACT, to be effective July 1, 2012, and to terminate March 31, 2013, states the agreement of the parties, the Kansas Department of Agriculture (KDA) and the City of Wichita Department of Public Works (LOCAL AGENCY), relating to the inspection of food service establishments, as defined in this CONTRACT, located in Sedgwick County, Kansas, in order to protect the health of the public.

WHEREAS the Secretary of the Kansas Department of Agriculture, authorized by K.S.A. 65-655 et seq., has determined that the LOCAL AGENCY is a qualified political subdivision of the State of Kansas and is authorized to act under contract as an agent of the KDA in providing food service establishment inspection and regulatory services. KDA has further determined it is feasible and proper to contract with the LOCAL AGENCY for such purposes.

1. **History.** Executive Reorganization Order 32 transferred specific powers, duties and function to KDA on October 1, 2004, under the Kansas Food Service and Lodging Act, K.S.A. 36-501 *et seq.*, relating to the licensing, inspection, and regulation of food service establishments located in retail food stores as defined in K.S.A. 36-501. ERO 32 also transferred specific powers, duties and functions in K.S.A. 65-619 through 65-687 relating to the licensing, inspection and regulation of food service establishments located in retail food stores (K.S.A. 74-581). Senate Bill 584 transferred all powers, duties and functions under the Kansas Food Service and Lodging Act, K.S.A. 36-501 *et seq.* concerning food service to the KDA, effective October 1, 2008. 2012 House Bill 2730 removed all the powers, duties and functions under the Kansas Food Service and Lodging Act, K.S.A. 36-501 *et seq.* concerning food service and placed them in to the Kansas Food, Drug, and Cosmetic Act, K.S.A. 65-655 *et seq.*, effective July 1, 2012.
2. Definitions.
 - 2.1 County refers to Sedgwick County, Kansas.
 - 2.2 Kansas Food, Drug, and Cosmetic Act refers to that act which is published at K.S.A. 65-655 et seq., and amendments thereto, and rules and regulations adopted thereunder.
 - 2.3 Food establishment means any place in which food is served or is prepared for sale or service on the premises or elsewhere. For the purpose of this CONTRACT, food establishment shall not include the retail portions of grocery stores, convenience stores, bakeries, and other food establishments with retail food sales. For the purpose of this CONTRACT, food establishment shall include, but not be limited to, fixed or mobile restaurant, coffee shop, cafeteria, short-order café, luncheonette, grill, tea room, sandwich shop, soda fountain, tavern, private club, roadside stand, industrial-feeding establishment, catering kitchen, commissary and any other private, public or nonprofit organization or institution, routinely serving good and any other eating or drinking establishment or operation where food is served or provided for the public with or without charge.
 - 2.4 Kansas Food Code refers to the food code adopted in K.A.R. 4-28-8 through 4-28-16.
 - 2.5 Regulatory Staff means LOCAL AGENCY staff who perform inspection pursuant to this contract.

- 3.1 Designate and accept the LOCAL AGENCY as the agent of the KDA to provide inspection and regulatory services as necessary for food service establishments located in the county as required under this CONTRACT.
 - 3.2 Provide consultation, training opportunities and program evaluation services to the LOCAL AGENCY to assure that the inspection and regulatory services provided by the LOCAL AGENCY are adequate.
 - 3.3 Pay the LOCAL AGENCY compensation for such food service establishment inspections and regulatory services an amount equal to 80% of the license and application fees received from food service establishments in the county served b the LOCAL AGENCY. All expenditures from the Food Safety Fee Fund shall be made in accordance with appropriation acts upon warrants of the Director of Accounts and Reports issued pursuant to vouchers approved by the Secretary of KDA, or the Secretary's designee, as provided in K.S.A. 65-688. All payments will be made quarterly and shall be initiated on October 15, 2012, and on the fifteenth day of the first month after the start of a new quarter (January 15 and April 15) thereafter for the term of this contract.
 - 3.4 Provide an annual performance standards report addressing the requirements in section 4 of this contract.
4. In consideration of the above, the LOCAL AGENCY agrees to:
- 4.1 Inspection Staff. Provide adequate number of trained staff to maintain food service establishment inspection services in the county consistent with KDA standards. Maintain at least on e (1) full time employee (FTE) or FTE equivalent dedicated to food safety and continue to maintain a satisfactory number of full time employees to adequately fulfill the necessary regulatory services. The recommended ratio of full time employees to establishments is 1:300. Adequate and trained regulatory staff shall include, but not be limited to, the following:
 - 4.1.1 All new regulatory staff shall satisfactorily complete field training as prescribed by the KDA.
 - 4.1.2 All new Regulatory Staff shall satisfactorily complete field training as prescribed by the KDA.
 - 4.1.3 All Regulatory Staff shall successfully complete standardization certification within the timeframe specified in the KDA Level 1 Training Plan and every three years thereafter.
 - 4.1.4 All Regulatory Staff shall satisfactorily complete at least ten (10) contract hours of continuing education during the contract year. Documentation of contact hours shall be submitted to KDA quarterly with the information required in section 4.8 of this contract.
 - 4.1.5 All newly hired Regulatory Staff shall have earned at least a Bachelor's Degree of Science in a biological or physical science. At KDA's discretion related work experience may be substituted for education.
 - 4.1.6 All Regulatory Staff shall participate in training conducted by KDA, or required by KDA.
 - 4.1.7 The LOCAL AGENCY will provide such other staff related assurances and training requested by the KDA.

- 4.1.8 The LOCAL AGENCY will ensure that inspection staff who only conduct contract inspections on a part time or back-up basis must meet the requirements stated in the KDA policy regarding Maintenance of Inspector Number implemented on December 16, 2008.
- 4.2 Routine Inspections. Provide inspection and regulatory services for all food service establishments as required by this CONTRACT and in accordance with KDA standards as Follows:
 - 4.2.1 Provide inspections which identify uncontrolled hazards and critical risk factors.
 - 4.2.2 Complete inspection reports that completely and accurately document food safety conditions and compliance in the food service establishment.
 - 4.2.3 Conduct at least one (1) annual inspection between July 1, 2012, and March 31, 2013, in at least seventy-five percent (75%) of the licensed food service establishment in Sedgwick County.
 - 4.2.4 Provide professional inspection equipment, including test strips, 35 mm or digital camera, digital thermometer or thermocouple, flashlight, and hair restraints.
 - 4.2.5 Conduct at least one (1) annual inspection of all participating schools and a second annual inspection in at least seventy-five percent (75%) of all participating schools as required by Public Law 108-265 Amended section 9 (h) of the Richard B. Russell National School Lunch Act, unless otherwise directed by KDA.
- 4.3 Non-Routine Inspections and Investigations. Conduct non-routine inspections and investigations as follows:
 - 4.3.1 All plan reviews and licensing inspections.
 - 4.3.2 All consumer compliant investigations
 - 4.3.3 All foodborne illness investigations. Foodborne illness investigations shall be conducted in accordance with KDA and or KDHE Epidemiological Services (Epi) policy and procedures. When a foodborne illness outbreak occurs at a food establishment, a HACCP inspection shall be conducted by HACCP trained staff as directed by KDA or KDHE Epi. If adverse conditions are documented during an investigation of an alleged foodborne illness, the LOCAL AGENCY may initiate appropriate enforcement actions as set forth in section 4.5 of this contract.
 - 4.3.4 Follow-up inspections conducted after a routine or non-routine inspection or investigation.
- 4.4 Reports and forms. Report required information to KDA as follows:
 - 4.4.1 All inspection reports and other documentation shall be on the appropriate reporting forms approved by KDA.
 - 4.4.2 All inspection reports and other required documentation shall be submitted to the KDA on a weekly basis, or for time-sensitive matters, upon request by KDA.

- 4.4.3 The LOCAL AGENCY shall submit completed inspection reports and other documentation to KDA electronically using the Win Wam inspection software, or other format as approved by KDA.
- 4.5 Enforcement Actions. Initiate appropriate enforcement actions necessary to minimize the recurrence of uncontrolled hazards and critical risk factors as directed and approved by KDA, including the following provisions:
 - 4.5.1 Obtaining on-site corrective action of risk factor violations of the Kansas Food Code; issuing a Notice of Non-compliance; requesting voluntary closure of a facility; requesting voluntary destruction of adulterated or misbranded food products; and, when a product reasonably constitutes a threat to public safety, embargoing said product upon prior authorization from KDA,
 - 4.5.2 Requesting administrative review from KDA in accordance with KDA enforcement policies.
 - 4.5.3 The LOCAL AGENCY will direct any request for a hearing or other legal process to KDA. Any legal action shall be determined and administered by KDA.
 - 4.5.4 Upon request by KDA, the LOCAL AGENCY shall make its personnel and resources available to provide relevant testimony, photo documentation, and other resources necessary for the prosecution of KDA actions.
 - 4.5.5 Enforcement action initiation by the LOCAL AGENCY does not include any enforcement actions that require assessment of civil penalties; closure, other than voluntary closure; the denial, modification, suspension or revocation of the food service establishment license; or publication of inspection reports or enforcement actions.
- 4.6 Cooperate with investigations and surveys or program audits in order to evaluate and determine the effectiveness of the inspection and regulatory services being performed by the LOCAL AGENCY.
- 4.7 Submit any proposed system of grading or scoring of food-worker certification and food-handler certification to KDA for review and approval before implementation thereof.
- 4.8 Provide KDA a quarterly report (October 15, 2012, January 15, 2013, and April 15, 2013) indicating the total number of inspections, complaint investigations, disaster investigations, HACCP investigations, Risk Control Plans and any other program activities as requested by KDA. Quarterly reports shall be submitted on the forms approved by KDA, and may be submitted electronically. All training activities provided by the LOCAL AGENCY shall be documented and reported to KDA at least quarterly.
- 4.9 Use fund allocated to the LOCAL AGENCY for the purpose of regulatory work as required herein. Carry-over of funds to the next fiscal year will be allowed with written permission from KDA prior to the end of the contract year. The LOCAL AGENCY may claim indirect costs at 15% of the amount paid hereunder. The LOCAL AGENCY shall submit quarterly budgetary reports (October 15, 2012, January 15, 2013, and April 15, 2013) to the KDA Contract Manager regarding the use of inspection funds provided as compensation for food service establishment inspections. Quarterly reports shall be submitted in a format approved by KDA.

- 4.10 The LOCAL AGENCY will perform all required activities pursuant to the KDA Quality Assurance Plan.
5. It is further agreed by the parties:
- 5.1 The LOCAL AGENCY shall repeal all ordinances, regulations and/or resolutions related to food service establishments required to be licensed by KDA and cease collection of all fees assessed thereunder. This paragraph shall not prohibit the adoption of any ordinance, regulation and/or resolutions solely related to food service worker training or food service manager training, provided that such training shall be coordinated with and approved by KDA. Any request for exception to this paragraph must be submitted in writing to KDA.
- 5.2 **Media and legislative contact.** The LOCAL AGENCY shall refer to KDA any and all media or legislative inquiries about food safety inspections performed under contract with KDA. The LOCAL AGENCY shall notify KDA upon receipt of any such contact.
- 5.3 Open records requests. All records generated pursuant to this contract are the property of KDA and any requests for information and records shall be referred to and handled by KDA. Requests for open records can be submitted at the KDA website, www.ksda.gov/open_records/id/1.
- 5.4 The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are hereby incorporated in this contract.
- 5.5 KDA and the LOCAL AGENCY will carry out joint inspections and joint activities as may be appropriate to develop training, promote coordination, and protect the public health.
- 5.6 Nonperformance. If the LOCAL AGENCY does not perform the regulatory services under this contract, or if this contract is terminated, KDA may, at its sole discretion, perform said services for the LOCAL AGENCY and be entitled to reasonable costs, expenses and/or reimbursement for said services to be paid to KDA by the LOCAL AGENCY. Reimbursement will be determined based on the current license fee and the number of establishments not inspected by the LOCAL AGENCY during the state fiscal year.
- 5.7 **Termination.** This contract shall terminate on the 31st day of March, 2013, unless terminated at an earlier date. This contract may be terminated by either party by giving thirty (30) days written notice of termination to the other party. The parties may extend this contract, with KDA exercising this option by notifying the LOCAL AGENCY in writing of its intent to extend the contract. The LOCAL AGENCY may then, in writing to KDA, accept such extension.
- 5.8 **Invalidity or illegality of any part.** If any provision or application of this contract is held invalid or illegal, the invalidity of illegality shall not affect other provisions or applications of this agreement, which can be given effect without the invalid or illegal provisions or application, and to this end, the provisions of the contract are declared to be severable.
- 5.9 The signatories to this contract have the authority to bind the parties to the terms of this contract.

KANSAS DEPARTMENT OF AGRICULTURE

Dale Rodman, Secretary
Kansas Department of Agriculture

Date

109 SW 9th Street-3rd Floor
Topeka, KS 66612

LOCAL AGENCY

City of Wichita Date

City Clerk Date

APPROVED AS TO FORM:

Director of Law and City Attorney Date

Address to send KDA warrants:
City of Wichita
1900 E 9th
Wichita, KS 67214-3115
FEIN: 48-6000653

CITY OF WICHITA
City Council Meeting
June 26, 2011

TO: Mayor and City Council Members

SUBJECT: Contract for Professional Services

INITIATED BY: Human Resources Department

AGENDA: Consent

Recommendation: Approve the contract and authorize the necessary signatures.

Background: In March 2012, the City entered into an agreement with the law firm of Triplett, Woolf and Garretson to serve as legal counsel in an employment matter. Due to a conflict of interest, it is necessary to retain outside legal counsel to handle this matter and protect the City's interests.

Analysis: The City relies upon qualified legal counsel to provide professional consultation and legal services in connection with certain employment matters. When it became apparent that counsel would be needed, nine law firms were solicited to provide legal services and four responded. The final selection was based on the experience of the lead attorney and the hourly rates. The original contract amount was \$24,990. Based on the high quality service provided by the firm and the continuing nature of the matter, it is recommended that the firm be retained to the completion of matter with which it is involved.

Financial Considerations: The contract amendment is for an amount of \$75,000. The hourly rate and expense items for the legal services are the same as the original contract. The contract amount will be funded from the Tort Liability Fund.

Goal Impact: Not applicable.

Legal Considerations: The contract has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the contract with Triplett Woolf and Garretson and authorize the necessary signatures.

Attachments: Contract for professional services.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

By and Between

THE CITY OF WICHITA, KANSAS

and

TRIPLETT, WOOLF & GARRETSON, LLC
Law Firm

THIS AGREEMENT made and entered into on this ____ day of July, 2012, is an amendment to the Agreement originally executed in March 2012, hereinafter (the "March 2012 Agreement"), by and between the City of Wichita, Kansas (hereinafter the "City") and Triplett, Woolf & Garreston, LLC (hereinafter the "Attorneys").

WITNESSETH:

WHEREAS, pursuant to the March 2012 Agreement, the Attorneys were retained by the City to provide legal services in connection with an employment matters;

WHEREAS, the initial amount authorized as compensation for the Attorneys in the March 2012 Agreement was for a sum not to exceed \$24,990; and

WHEREAS, it has become necessary to amend the March 2012 Agreement, to permit additional expenditures of up to \$75,000.00.

NOW THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. The last sentence of paragraph 2 of the March 2012 Agreement is hereby modified and amended to read as follows:

The total compensation pursuant to this a contract shall not exceed the sum of Ninety-nine Thousand Nine Hundred Ninety Dollars (\$99,990.00) unless specifically authorized by the City Council of the City of Wichita, Kansas.

2. In all other respects, the terms and provisions of the March 2012 Agreement

between the parties hereto shall remain in force and effect as the same were originally approved by the parties in the March 2012 Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

THE CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Kelly J. Rundell
Deputy City Attorney

TRIPLETT, WOOLF & GARRETSON, LLC

By 
Eric B. Metz for Law Firm
Attorney at Law

City of Wichita
City Council Meeting
June 26, 2012

TO: Mayor and City Council

SUBJECT: Sidewalk Repair Assessment Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the assessments and ordinance.

Background: State law and City policy provide that sidewalk maintenance is the responsibility of abutting property owners. When sidewalk trip hazards are identified, property owners are required to make repairs with a contractor or with the City's contractor. Property owners who use the City's contractor have the opportunity to spread the cost over five years as a special assessment.

Sidewalks are condemned in all districts and then listed in a logical order for the contractor to repair. This list of sidewalk repairs includes all districts. The lists do not go to the City Council until the sidewalks have been repaired.

Analysis: Ordinances have been prepared to establish authority to use special assessment funding for the current list of repaired sidewalks.

Financial Considerations: Statements of Charges will be mailed to the property owners on July 6, 2012. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at the February 2012 bond sold. The principal and interest will then be spread over 5-years and placed on the 2012 tax roll.

Goal Impact: This program addresses the Dynamic Core Area and Vibrant Neighborhood goals and the Ensure Efficient Infrastructure goal by reducing sidewalk trip hazards and improving the appearance of sidewalks.

Legal Considerations: The assessments are in accordance with City Code 10. The Law Department has approved the ordinances as to form.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property Address – Special Assessment.

<u>PIN #</u>	<u>Geo Code #</u>	<u>Property Address</u>	<u>Total Cost</u>	<u>District #</u>
C-27887	173304	2602 E Pawnee	150.00	3
C-38690	184018	2510 E Pawnee	602.80	3
C-07840	152458	133 S Fountain	158.00	2
C-07841	152459	139 S Fountain	170.00	2
C-07843	152461	149 S Fountain	174.00	2
C-07275	151827	159 S Fountain	170.00	2
C-07104	151637	4100 E English (on Fountain)	170.00	2
C-07103	151636	168 S Fountain	164.00	2
C-07094	151627	164 S Fountain	270.00	2
C-07092	151625	156 S Fountain	270.00	2
C-07091	151624	146 S Fountain	108.00	2
C-07088	151621	132 S Fountain	134.00	2
C-07087	151620	126/128 S Fountain	168.00	2
C-07086	151619	112 S Fountain	270.00	2
C-04128	140296	3305 E Douglas	590.00	2
C-63341	589272	SE corner of Victor & Rutan (on Rutan)	509.60	2
C-08742	153393	205 N Terrace	474.00	2
C-08749	153400	4433 E 1st St N (on Terrace)	264.00	2
C-09089	153790	202 N Terrace	482.40	2
C-09088	153789	205 N Pershing (on 1st)	476.00	2
C-09553	154237	200 N Pershing (on 1st)	686.00	2
C-09543	154227	201 N Dellrose (on 1st)	286.38	2
C-01945	137734	225 N Erie	378.25	1
C-07859	152477	251 N Erie	570.00	1
C-07857	152475	257 N Erie	1086.75	1
C-01915	137704	2901 E 2nd (on Erie)	560.00	1
C-01937	137724	236 N Erie	270.00	1
C-01938	137725	234 N Erie	274.00	1
C-02466	138297	2916 E Central	290.80	1
C-02461	138292	2820 E Central (on Erie)	222.40	1
C-02406	138234	519 N Erie	594.80	1
C-02407	138235	523 N Erie	225.20	1
C-02409	138237	531 N Erie	154.80	1
C-02410	138238	539 N Erie	118.00	1
C-02411	138239	545 N Erie	225.20	1
C-02386	138208	554 N Erie	282.80	1
C-02385	138207	548 N Erie	450.70	1
C-02384	138206	544 N Erie	437.80	1
C-02383	138205	532 N Erie	281.20	1
C-02379	138201	516 N Erie	206.00	1
C-01544	137310	2903 E Central (on Erie)	836.00	1
C-01545	137311	2929 E Central	1001.60	1
C-05968-1	150288	611 S Erie	398.00	1
C-05969	150289	637 S Erie	134.00	1
B-02738	121410	1211 E 1st St N	386.80	1
B-02727	121399	1321 E 1st St N	1054.10	1

B-02386	121048	1308 E 1st St N	470.00	1
D-00230	198234	549 W Douglas	166.00	4
B-00103	118472	154 N Emporia	968.30	6
B-00105	118477	158 N Emporia	1371.60	6
B-00136	118541	157 N Emporia	750.40	6
B-00135	118540	151 N Emporia	174.00	6
B-00134	118538	149 N Emporia	377.60	6
B-00132	118535	145 N Emporia	174.00	6
B-00128	118529	121 N Emporia	532.60	6
B-00127	118528	115 N Emporia	373.20	6
B-00138	118543	201 N Emporia	569.60	6
B-00139	118545	207/209 N Emporia	486.20	6
B-00140	118549	223 N Emporia	205.15	6
B-00141	118556	Parking Lot N of 223 N Emporia	263.60	6
B-00142	118558	235 N Emporia	514.80	6
B-00143	118560	243 N Emporia	679.20	6
B-00144	118563	417 E 2nd St N	785.15	6
B-00109	118486	232 N Emporia	496.30	6
B-00111	118490	246 N Emporia	396.55	6
B-00113	118494	256 & 258 N Emporia	417.20	6
B-00044	118333	301 N Topeka	260.00	6
B-00081	118420	316 N Topeka	236.25	6
B-00082	118422	320 N Topeka	250.00	6
B-00083	118424	322 N Topeka	436.25	6
B-00084	118426	324 N Topeka	470.00	6
B-00085	118428	334/346 N Topeka	451.00	6
B-00092	118450	426 N Topeka	544.00	6
B-00092-1	118452	420 N Topeka	354.00	6
B-00090	118446	402 N Topeka	415.00	6
B-00057	118369	401 N Topeka	245.40	6
B-00060	118375	425 N Topeka	226.00	6
B-00061	118377	parking Lot N of 425 N Topeka	156.00	6
B-00480	119030	505 N Topeka	364.00	6
B-00479	119029	328 E Central (on Topeka)	1500.40	6
B-00475	119025	320 E Central	154.80	6
B-00472	119023	520 N Broadway	393.20	6
B-00024	118290	400 N Broadway	218.00	6
A-15830	116028	200 W Douglas (on Water)	134.80	6
A-05497-1	105832	216 S Market	396.00	1
A-05497	105831	212 S Market	23.20	1
A-05496	105830	209 E William (on Market)	2382.40	1
B-04457	123501	909 E Douglas	844.06	1
B-04460	123504	919 E Douglas	587.46	1
B-04462	123505	921 E Douglas	287.90	1
B-00376	118933	924/926 E Douglas	617.26	6
B-00375	118932	922 E Douglas	303.20	6
B-00373	118930	918 E Douglas	633.66	6
B-00371	118928	910 E Douglas	396.86	6

B-00370	118927	906 E Douglas	396.86	6
B-00369	118926	904 E Douglas	396.86	6
B-07878	127517	1350 S Greenwood	1378.80	1
B-07877-1	127516	1346 S Greenwood	166.00	1
B-07876	127514	1340 S Greenwood	132.90	1
B-07875	127513	1336 S Greenwood	409.20	1
B-07874	127512	1330 S Greenwood	183.60	1
B-07873	127511	1328 S Greenwood	266.80	1
B-07870	127508	1310 S Greenwood	134.00	1
B-07869	127507	1306 S Greenwood	134.00	1
B-07856	127493	1301 S Greenwood	435.10	1
B-07858	127494	1307 S Greenwood	602.80	1
B-07859	127495	1309 S Greenwood	823.30	1
B-07860	127496	1315 S Greenwood	464.40	1
B-07861	127497	1325 S Greenwood	135.60	1
B-07425	127024	1149 S Ellis (on Lincoln)	646.00	1
B-07426	127025	1422 E Lincoln	457.20	1
B-07788	127418	1202 S Lulu	2966.00	1
B-07811	127443	1421 E Lincoln	732.40	1
B-05047	124182	700 E Harry	280.00	3
B-05039	124173	840 E Harry	3319.88	3
B-05569	124757	801 E Harry	571.35	3
B-05570-1	124759	807 E Harry	504.40	3
A-07568	107951	1905 S Main	266.80	3
A-07456	107830	301 W Harry	134.00	3
A-16642	117174	502 W Zimmerly (on Palisade)	150.00	1
D-05849	206146	943 S McLean	223.60	4
D-05299	205452	815 W Stillwell	116.00	4
A-12418	112439	514 W 30th S	265.20	3
A-12420	112441	506 W 30th S	137.20	3
D-11171	212341	3411 S Handley	196.40	4
D-11169	212339	3425 S Handley	396.40	4
D-11168	212338	3431 S Handley	290.80	4
D-11167	212337	3439 S Handley	407.60	4
D-11131	212302	3420 S Handley	142.00	4
D-11130	212301	3414 S Handley	48.00	4
D-11128	212299	3402 S Handley	206.00	4
D-08271	209154	1602 W 31st St S	201.20	4
D-08270	209153	1614 W 31st St S	708.40	4
D-08246	209142	3143 S Millwood Ave (on 31st)	2028.40	4
D-10781	211958	3202 S Vine	791.60	4
D-10798	211975	3201 S Downtain	902.00	4
D-10799	211976	3202 S Downtain (on 31st)	196.40	4
D-11077	212248	3201 S Millwood (on 31st)	329.20	4
D-11003	212174	3202 S Millwood	334.00	4
D-11004	212175	1623 W 31st St S	257.20	4
D-11006	212177	1607 W 31st St S	188.40	4

D-11007	212178	1601 W 31st St S	127.60	4
D-12991	214185	2204 W 27th S	137.20	4
D-12994	214188	2222 W 27th S	191.60	4
D-12995	214189	2228 W 27th S	198.00	4
D-13141	214340	2221 W 27th S	265.20	4
D-13142	214341	2215 W 27th S	262.00	4
D-13143	214342	2209 W 27th S	260.40	4
D-13134	214333	2403 W 27th St S	207.60	4
D-13135	214334	2327 W 27th St S	186.80	4
D-13137	214336	2315 W 27th St S	32.00	4
D-13136	214335	2321 W 27th St S	226.80	4
D-13139	214338	2303 W 27th St S	324.40	4
D-12996	214190	2304 W 27th St S	340.40	4
D-12997	214191	2310 W 27th St S	135.60	4
D-12998	214192	2316 W 27th St S	199.60	4
D-13001	214195	2404 W 27th St S	135.60	4
D-13002	214196	2410 W 27th St S	254.00	4
D-13003	214197	2416 W 27th St S	265.20	4
D-13005	214199	2428 W 27th St S	198.00	4
D-27581	228446	1838 W Pawnee (on Glenn)	178.80	4
D-07924	208832	2332 S Glenn	478.00	4
D-07923	208831	2326 S Glenn	198.00	4
D-07922	208830	2320 S Glenn	169.20	4
D-07921	208829	2314 S Glenn	194.80	4
D-07920	208828	2308 S Glenn	238.00	4
D-07919	208827	2302 S Glenn	134.00	4
D-07918	208826	2301 S Glenn	158.00	4
D-07917	208825	2307 S Glenn	40.00	4
D-07916	208824	2313 S Glenn	185.20	4
D-07915	208823	2319 S Glenn	14.40	4
D-13933	215107	2334 S Vine	322.80	4
D-13930	215104	2316 S Vine	250.80	4
D-13929	215103	2310 S Vine	198.00	4
D-13898	215072	2238 S Vine	259.50	4
D-13896	215070	2226 S Vine	345.20	4
D-13895	215069	2220 S Vine	134.00	4
D-13894	215068	2214 S Vine	134.00	4
D-13893	215067	2208 S Vine	268.40	4
D-13892	215066	2202 S Vine	198.00	4
D-13879	215053	2201 S Vine	536.40	4
D-13880	215054	2207 S Vine	196.40	4
D-13881	215055	2213 S Vine	196.40	4
D-13882	215056	2219 S Vine	238.70	4
D-13883	215057	2225 S Vine	201.20	4
D-13885	215059	2237 S Vine	337.20	4
D-13887	215061	2249 S Vine	270.00	4
D-13888	215062	2255 S Vine	577.00	4
D-13890	215064	2303 S Vine	817.20	4

D-13891	215065	2309 S Vine	574.70	4
D-13949	215123	2333 S Vine	135.60	4
D-13951	215125	2345 S Vine	329.20	4
D-00449	198800	1012 W University	308.40	4
D-02254	201263	430 S Vine	624.00	4
D-36356	238143	1015 S Meridian	174.00	4
D-03182-1	202510	1052 S Meridian	263.60	4
D-03812	202509	1048 S Meridian	550.00	4
D-03247	202602	1042 S Meridian	547.30	4
D-03246	202601	1036 S Meridian	418.80	4
D-03244	202598	1020 S Meridian	168.00	4
D-03150	202467	1004 S Meridian	742.00	4
D-04011-1	203688	132 N Gordon	158.00	6
D-04011-1A	203692	144 N Gordon	155.00	6
D-04017-3	203702	147 N Gordon	390.00	6
D-04017-4	203703	141 N Gordon	390.00	6
D-04017-6	203705	131 N Gordon	302.00	6
D-03735	203364	123 S Mt Carmel	452.40	4
D-03736	203365	129 S Mt Carmel	191.60	4
D-03753	203388	150 S Mt Carmel	126.00	4
D-03751	203386	136 S Mt Carmel	226.50	4
D-03749	203383	128 S Mt Carmel	190.00	4
D-03748-1	203382	122 S Mt Carmel	142.00	4
D-03747	203380	116 S Mt Carmel	198.00	4
D-03655	203277	104 S Mt Carmel	798.00	4
D-64673	600421	6110 W Kellogg (behind Walmart on Taft)	508.40	5
D-21890	222864	6601 W Maple	430.00	5
D-21882	222856	6505 W Maple	202.80	5
D-21881	222855	6501 W Maple	241.20	5
D-60651	553931	11910 W Pawnee	482.80	4
D-01464-UP	553922	on N side of Pawnee, W of Milstead	478.00	4
D-53657	470270	2319 Cardington	241.20	4
D-50864	452603	1422 S Fivewood	346.00	5
D-39773	242439	N side of Maple / Shefford & Prescott (Reserve A)	270.00	5
D-44321	247249	S side of Maple / Shefford & Prescott (Reserve B)	566.00	5
D-39148	241639	11605 W Binter Ct	230.00	5
D-40754	243445	1317 N Pine Grove Ct	146.80	5
D-37887	239789	1305 N Covington (on Ponderosa)	308.40	5
D-37889	239791	1308 N Cardington (on Ponderosa)	230.00	5
D-36485	238324	9320 W Jamesburg	535.60	5
D-36469	238308	1970 N Keith Ct	246.00	5
D-36468	238307	1976 N Keith Ct	252.40	5
D-36467	238306	9249 W Westlawn (on Keith)	150.00	5
D-36449	238283	2004 N Murray (on Keith)	230.00	5
D-36432	238265	2003 N Murray (on Keith)	139.70	5
D-26657	227490	1371 N Murray	194.80	5

D-26658	227491	1367 N Murray	463.60	5
D-26659	227492	1345 N Murray	198.00	5
D-26662	227495	1321 N Murray	148.40	5
D-26663	227496	1315 N Murray	180.40	5
D-26665	227498	1307 N Murray	298.80	5
D-26666	227499	1301 N Murray	262.00	5
D-26677	227510	1330 N Murray	132.40	5
D-26667	227500	1372 N Murray	332.80	5
D-22366	223299	710 N Woodchuck	230.00	5
D-10254	211586	1300 N West	153.20	6
D-10256	211588	1254 N West	345.20	6
D-12505	213696	3919 W Del Sienna (on West)	263.60	6
D-28096-1	228998	1313 N West	415.60	6
D-35808	237494	1337 N West	150.00	6
D-17220	218427	3706 W 18th St N	196.40	6
D-17209	218416	3711 W 18th St N	335.60	6
A-19709	576108	Vacant lot on SW corner of 53rd St & Meridian (on Meridian)	488.00	6
D-03908	203568	256 N Gordon	226.80	6
D-03915	203581	2709 W 2nd St N	121.20	6
D-03915-1	203582	255 N Edwards (on 2nd) Vacant lot west of 1914 W	134.00	6
D-02451	201499	University West of the abutting vacant lot west of 1914	172.00	4
D-03517	202971	W University	176.00	4
D-03518	202973	1932 W University	486.38	4
A-08308-4	108982	1461 N Burns	156.70	6
A-08308-1	108979	1449 N Burns	310.00	6
A-08308	108978	1445 N Burns	151.60	6
A-08306	108976	1435 N Burns	266.20	6
A-02471	101894	1859 N Jackson	311.60	6
A-02456	101880	1901 N Jackson (on 18th)	151.60	6
B-02974	121685	514 N New York	332.40	1
B-02973	121684	504 N New York	343.60	1
B-02971	121682	526 N New York	579.30	1
B-02970	121681	530 N New York	145.20	1
B-02967	121678	544 N New York (on Elm)	551.60	1
B-03000	121712	549 N New York	532.40	1
B-03001	121713	547 N New York	230.00	1
B-03002	121714	543 N New York	481.80	1
B-03003	121715	541 N New York	199.60	1
B-03004	121716	539 N New York	284.70	1
B-03005	121717	517 N New York	137.20	1
B-03006	121718	511 N New York	198.00	1
C-40371	186118	1421 N Spruce	409.20	1
C-20914	166329	2461 N Estelle	535.60	1
C-20915	166330	2455 N Estelle	394.80	1
C-20916	166331	2449 N Estelle	722.80	1

C-20917	166332	2443 N Estelle	524.40	1
C-20919	166334	2431 N Estelle	458.80	1
C-20920	166335	2425 N Estelle	393.20	1
C-20921	166336	2419 N Estelle	263.60	1
C-20922	166337	2415 N Estelle	335.60	1
C-20924	166339	2401 N Estelle	326.00	1
C-20910	166325	2804 E 23rd St N (on Estelle)	505.20	1
C-62964	584653	2909 N Oliver	1764.40	1
C-57747	512123	4430 E Falcon	391.60	1
C-47319	194393	7213 E 37th St N (vacant lot)	2167.60	1
C-47317	194391	7219 E 37th St N (vacant lot)	648.40	1
C-47318	194392	7233 E 37th St N (vacant lot)	511.60	1
		vacant lot just east of 7370 E 37th St		
C-48661	195848	N	667.60	2
C-48661-1	572861	7370 E 37th St N	389.20	2
C-48660	195847	7272 E 37th St N	214.00	2
C-44041	190668	2971 Penstemon Circle (on 29th)	168.00	2
C-44042	190669	2975 Penstemon Circle (on 29th)	286.00	2
		vacant lot on 29th St N between 2999		
C-00222-UP	134905	Penstemon and 8722 E Shadowridge	478.00	2
C-44125	190762	8924 E Shadowridge (on 29th)	604.00	2
C-44623	191489	2920 N Cypress (on 29th-Reserve D)	178.00	2
C-45536	192487	9209 E 29th St N	170.00	2
C-47933	195060	2921 Fox Pointe Ct (on 29th)	222.00	2
C-47932	195059	2925 Fox Pointe Ct (on 29th)	182.00	2
C-52709	450422	9050 E 29th St N	300.00	2
C-47540-1	194618	8700 E 29th St N	158.00	2
C-50810	342877	8440 E 29th St N	458.00	2
C-47929	195056	3030 N Rock Rd (on 29th)	200.00	2
C-44006	190628	7840 E 26th St N	438.00	2
C-44005	190627	7830 E 26th St N	230.00	2
C-44004	190626	7820 E 26th St N	154.80	2
C-63497	589715	1412 Freedom Road Ct (on 13th)	350.80	2
		1509 N Graystone (on 13th) Reserve		
C-64084	594833	D	773.20	2
C-63951	594700	1453 N Ridgehurst (on 13th)	214.00	2
C-63483	589701	14847 E Sport of Kings Ct (on 13th)	775.60	2
C-61283	563644	12001 E 13th St N	1666.00	2
C-51643	446013	120 N Greenwich	174.00	2
		vacant lot at 426 N Greenwich south		
C-52982	467155	of QT	174.00	2
C-52983	467156	vacant lot south of 426 N Greenwich	764.00	2
C-36487	181402	402 N Longford	471.60	2
C-36486	181401	412 N Longford	242.80	2
C-36485	181400	420 N Longford	311.60	2
C-39542-1	185115	8909 E Harry	390.00	2
C-43234	189644	2006 S Cooper Ct (on Mt Vernon)	118.00	2
C-43235	189645	2010 S Cooper Ct (on Mt Vernon)	271.60	2

C-43236	189646	2014 S Cooper Ct (on Mt Vernon)	151.60	2
C-43261	189673	2003 S Beech (on Mt Vernon)	649.20	2
C-42930	189204	9318 E Mt Vernon	345.20	2
C-42928	189202	9228 E Mt Vernon	209.20	2
C-37196-1	182260	2200 S Rock Rd	353.90	2
C-36181	181096	1147 Royal	381.90	2
C-36208	181123	1136 Royal	295.60	2
C-19719	165318	1621 S Elpyco	468.40	3
C-19720	165319	1625 S Elpyco	232.80	3
C-19554	165173	1629 S Elpyco	502.00	3
C-19553	165172	1635 S Elpyco	40.00	3
C-19552	165171	1641 S Elpyco	287.60	3
C-19550	165169	1653 S Elpyco	135.60	3
C-17655	163426	4901 E Harry (on Elpyco)	1174.65	3
C-19543	165162	1709 S Elpyco	655.60	3
C-19542	165161	1715 S Elpyco	146.00	3
C-19538	165160	1739 S Elpyco	543.60	3
C-01897	137685	3024 E 1st St N	244.40	1
C-01895	137683	3016 E 1st St N	407.60	1
C-02181	137980	156 N Chautauqua (on 1st)	335.60	1
C-02186	137985	145 N Lorraine (on 1st)	390.50	1
B-06606	126128	156 S Greenwood	466.40	1
B-06605	126127	144 S Greenwood	760.00	1
B-06603	126125	132 S Greenwood	180.00	1
B-06650	126172	126 S Greenwood	152.00	1
B-06644	126166	1601 E Douglas (on Greenwood)	1006.00	1
B-10148	130387	2511 S Victoria	332.40	3
B-10149	130388	2517 S Victoria	396.40	3
B-10150	130389	2521 S Victoria	263.60	3
B-10152	130391	2531 S Victoria	199.60	3
B-10153	130392	2537 S Victoria	129.20	3
B-10156	130395	2551 S Victoria	177.20	3
B-10157	130396	2557 S Victoria	159.60	3
B-10158	130397	2561 S Victoria	506.80	3
B-10171	130410	2562 S Victoria	183.60	3
B-10170	130409	2558 S Victoria	260.40	3
B-10168	130407	2548 S Victoria	266.80	3
B-10162	130401	2518 S Victoria	327.60	3
B-10161	130400	2512 S Victoria	258.80	3
C-50282	197546	1775 S George Washington Blvd	202.80	3
B-07444	127048	1000 S Pattie	416.40	1
B-07397	126990	1315 E Gilbert & 1001 S Lulu	583.70	1
B-07453	127057	753 S Lulu	335.60	1
B-07453-1	127058	1316 E Gilbert	124.40	1
B-07443-1	127047	754 S Pattie (on Gilbert)	494.00	1
C-28603	173957	2368 S Spruce (on Pawnee)	151.60	3
C-36896	181874	2405 E Pawnee	903.00	3

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ORDINANCE NO. 49-296

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF **SIDEWALKS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
S 10 FT LOT 45-ALL LOT 47 BLOCK 4 CAREY PARK ADD.	151.60
LOTS 49-51 BLOCK 5 CAREY PARK ADD.	311.60
COMMON AREAS & FACILITIES OF SUTTON PLACE CONDOMINIUM SITUATED ON LOTS 14-16-18, MARKET STREET GREIFFENSTEIN'S ADDITION	2,382.40
LOTS 20-22-24 MARKET ST. GREIFFENSTEIN'S ADD.	23.20
LOTS 26-28 MARKET ST. GREIFFENSTEIN'S ADD.	396.00
LOT 2 & N 23 FT LOT 4 WICHITA ST. SMITH & STOVER ADD.	134.00
S 16 2/3 FT LOT 156 - ALL LOT 158 MAIN ST. WALTER & WRIGHT'S ADD.	266.80
LOTS 169-171 BURNS AVE. GARDEN GROVE ADD.	266.20
LOTS 177-179 BURNS AVE. GARDEN GROVE ADD.	151.60
LOTS 181-183 BURNS AVE. GARDEN GROVE ADD.	310.00
LOTS 193-195 BURNS AVE GARDEN GROVE ADD.	156.70

LOT 1 BLOCK 1 LOUIS 8TH. ADD.	265.20
LOT 3 BLOCK 1 LOUIS 8TH. ADD.	137.20
BEG SE COR LOT 1 W 121.67 FT N 146.67 FT E 121.95 FT S TO BEG BLOCK 1 CIVIC CENTER NORTH ADD.	134.80
LOT 4 PATTON ADD.	150.00
LOTS 112-114-116 LAWRENCE AVE. J. R. MEAD'S ADD.	218.00
LOTS 44-46 TOPEKA AVE. J. R. MEAD'S ADD. UTILITY ROLL	260.00
LOT 68 & S 5 FT LOT 70 TOPEKA AVE. J. R. MEAD'S ADD. EXEMPT 5809- 0	245.40
LOT 74 & S 20 FT LOT 76 TOPEKA AVE. J. R. MEAD'S ADD. EXEMPT 6486-0	226.00
N 30 FT LOT 76 & S 15 FT LOT 78 TOPEKA AVE. J. R. MEAD'S ADD. EXEMPT 6486-0	156.00
LOT 49 TOPEKA AVE. J. R. MEAD'S ADD. EXEMPT 2820-81-TX	236.25
LOT 51 TOPEKA AVE. J. R. MEAD'S ADD. EXEMPT 2142-81-TG	250.00
LOT 53 TOPEKA AVE J. R. MEAD'S ADD.	436.25
LOT 55 TOPEKA AVE. J. R. MEAD'S ADD.	470.00
LOTS 57-59-61 & S 1/2 LOT 63 TOPEKA AVE. J. R. MEAD'S ADD.	451.00
LOTS 67-69 TOPEKA AVE. J. R. MEAD'S ADD. EXEMPT 5809-0	415.00
LOT 77 AND N 12 1/2 FT OF LOT 75 TOPEKA AVE. J. R. MEAD'S ADD.	544.00
N 1/2 LOT 73 & S 37 1/2 OF LOT 75 TOPEKA AVE. J. R. MEAD'S ADD.	354.00
LOTS 13-15 EMPORIA AVE J. R. MEAD'S ADD.	968.30
LOT 17 EMPORIA AVE. J. R. MEAD'S ADD.	1,371.60
LOT 31 & S 10 FT LOT 33 EMPORIA AVE. J. R. MEAD'S ADD.	496.30

LOT 35 & S 20 FT LOT 37 EMPORIA AVE. J. R. MEAD'S ADD.	396.55
LOT 39 EMPORIA AVE. J. R. MEAD'S ADD.	417.20
BEG W SIDE EMPORIA 401 FT 3 IN S OF 1ST ST W 140 FT TO ALLEY S TO S LI LOT 2 E 140 FT TO EMPORIA N TO BEG J. R. MEAD'S ADD.	373.20
BEG W SIDE EMPORIA AVE & 350 FT S OF 1ST ST W 140 FT TO ALLEY S 51 FT 3 INCHS TO S LI LOT 4 E 140 FT TO EMPORIA AVE N 51 FT 3 INCHS TO BEG J. R. MEAD'S ADD.	532.60
S 1/2 LOT 12 EMPORIA AVE. J. R. MEAD'S ADD.	174.00
S1/2 LOT 14 EMPORIA AVE. J. R. MEAD'S ADD.	377.60
N1/2 LOT 14 EMPORIA AVE. J. R. MEAD'S ADD.	174.00
LOTS 16-18 EMPORIA AVE. J. R. MEAD'S ADD.	750.40
LOTS 20-22 EMPORIA AVE J R. MEAD'S ADDITION	569.60
LOTS 24-26 EMPORIA AVE. J. R. MEAD'S ADD.	486.20
LOT 28 EMPORIA AVE. J. R. MEAD'S ADD.	205.15
LOT 30 EMPORIA AVE. J. R. MEAD'S ADD.	263.60
LOT 32 EMPORIA AVE J. R. MEAD'S ADD.	514.80
LOTS 34-36-38 EMPORIA AVE. J. R. MEAD'S ADD.	679.20
LOTS 40-42 EMPORIA AVE. J. R. MEAD'S ADD.	785.15
LOT 46 DOUGLAS AVE. EAST WICHITA ADD.	396.86
LOT 48 DOUGLAS AVE. EAST WICHITA ADD.	396.86
LOT 50 DOUGLAS AVE. EAST WICHITA ADD.	396.86
LOT 56 & TH PT LOT 58 W OF CENTER LI OF BRICK WALL ON W SIDE & W OF SAID LI EXT. DOUGLAS AVE. EAST WICHITA ADD.	633.66
LOT 60 DOUGLAS AVE. EAST WICHITA ADD.	303.20

LOTS 62-64 EXC ST. DOUGLAS EAST WICHITA ADD.	617.26
BEG 100 FT N SW COR RES. N 130 FT E 140 FT S 130 FT W TO BEG J. P. HILTON'S ADD.	393.20
W 45 FT S 100 FT E 140 FT RES. J. P. HILTON'S ADD. EXEMPT 1026-89-TX	154.80
E 95 FT S 75 FT RES J. P. HILTON'S ADD.	1,500.40
BEG 75 FT N SE COR RES W 90 FT N 25 FT W 50 FT N 75 FT E 140 FT S 100 FT TO BEG. J.P. HILTON'S ADD.	364.00
LOT 1 INDIANA AVE. MATHEWSON'S 3RD. ADD.	470.00
LOTS 1-2-3 & N 3 FT LOT 4 CLEAVER'S SUB.	1,054.10
LOTS 26-28-30-32-34-36 OHIO AVE. LAMB'S SUB.	386.80
LOTS 32-34 SHIRK'S 3RD. ADD.	551.60
LOTS 44-46 SHIRK'S 3RD. ADD.	145.20
LOTS 48-50 SHIRK'S 3RD. ADD.	579.30

SECTION 2. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 56-58 SHIRK'S 3RD. ADD.	343.60
LOTS 60-62 SHIRK'S 3RD. ADD.	332.40
LOTS 16-17 PHILLIP'S ADD.	532.40
LOTS 18-19 PHILLIPS ADD.	230.00
LOTS 20-21 PHILLIP'S ADD.	481.80
LOTS 22-23 PHILLIP'S ADD.	199.60
LOTS 24-25 PHILLIPS ADD.	284.70

LOTS 26-27 PHHILLIP'S ADD.	137.20
LOTS 28-29 PHILLIP'S ADD.	198.00
LOTS 49-51 ABBOTT'S ADD.	844.06
LOT 57 ABBOTT'S ADDITION	587.46
LOTS 59-61-63 ABBOTT'S ADD.	287.90
LOT 11 & 12 EXC BEG 40.23 FT N SE COR LOT 11 TH W 39.93 FT N 12.29 FT W 249.45 FT S 152.52 FT TO S LI E 289.21 FT TO SE COR LOT 12 TH N TO BEG BLOCK 6 PERRY'S ADD.	3,319.88
W 80 FT S 1/2 LOT 12 BLOCK 7 PERRY'S ADD.	280.00
W 60 FT LOTS 2-4-6-8 RANSON & KAY'S ADD.	571.35
W 44 FT OF E 90 FT LOTS 2-4-6-8 MEAD AVE. RANSON & KAY'S ADD.	504.40
S 13 FT LOT 18-ALL LOT 20 & N 10 FT LOT 22 FANNIE AVE. HYDE'S ADDITION	180.00
LOTS 26-28 FANNIE AVE HYDE ADD	760.00
LOTS 30-32 FANNIE AVE. HYDE'S ADD.	466.40
LOT 219 EXC W 10.9 FT-ALL LOT 221 & W 10.9 FT LOT 223 DOUGLAS AVE. KNIGHT'S ADD.	1,006.00
LOTS 2-4-6-8 FANNIE AVE. KNIGHT'S ADD.	152.00
LOTS 1-3-5 GREIFFENSTEIN'S 14TH. ADD.	583.70
LOTS 9-10-11 BLOCK 2 HUSTON & SMITH'S ADD.	646.00
LOTS 12-13-14 BLOCK 2 HUSTON & SMITH'S ADD.	457.20
S1/2 LOT 22 ALL LOT 24 PATTIE AVE. HUNTSBERGER'S ADD.	494.00
LOT 26 PATTIE AVE. HUNTSBARGER'S ADD.	416.40

E 76.2 FT LOTS 21-23 LULU AVE. HUNTSBARGER'S ADD.	335.60
W 53.8 FT OF LOTS 21-23 LULU AVE. HUNTSBARGER'S ADD.	124.40
LOTS 2-4-6-8 LULU AVE. LINCOLN ST. ADD. EXEMPT 4740-0	2,966.00
E 100 FT LOTS 1-3 ELLIS AVE. LINCOLN ST. ADD.	732.40
LOTS 49-51 FANNIE NOW GREENWOOD AVE. LINCOLN ST. ADD.	435.10
LOTS 53-55 FANNIE AVE NOW GREENWOOD LINCOLN ST. ADD.	602.80
LOTS 57-59 FANNIE AVE LINCOLN ST. ADD.	823.30
LOTS 61-63-65 FANNIE AVE. LINCOLN ST. ADD.	464.40
LOTS 67-69 FANNIE AVE LINCOLN ST ADD.	135.60
LOTS 54-56 FANNIE AVE. LINCOLN ST. ADD.	134.00
LOTS 58-60 FANNIE AVE. LINCOLN ST. ADD.	134.00
LOTS 70-72 FANNIE NOW GREENWOOD LINCOLN ST. ADD.	266.80
LOTS 74-76 FANNIE AVE. LINCOLN ST. ADD.	183.60
LOTS 78-80 FANNIE AVE. LINCOLN ST. ADD.	409.20
LOTS 82-84 FANNIE AVE. LINCOLN ST. ADD.	132.90
LOTS 90-92 FANNIE AVE LINCOLN ST. ADD.	166.00
LOTS 94-96 FANNIE AVE. LINCOLN ST. ADD.	1,378.80
LOT 16 BLOCK A FRANCIS HARVEY ADD.	332.40
LOT 17 BLOCK A FRANCIS HARVEY ADD.	396.40
LOT 18 BLOCK A FRANCIS HARVEY ADD.	263.60
LOT 20 BLOCK A FRANCIS HARVEY ADD.	199.60

LOT 21 BLOCK A FRANCIS HARVEY ADD.	129.20
LOT 24 BLOCK A FRANCIS HARVEY ADD.	177.20
LOT 25 BLOCK A FRANCIS HARVEY ADD	159.60
LOT 26 BLOCK A FRANCIS HARVEY ADD.	506.80
LOT 3 BLOCK B FRANCIS HARVEY ADD	258.80
LOT 4 BLOCK B FRANCIS HARVEY ADD.	327.60
LOT 10 BLOCK B FRANCIS HARVEY ADD.	266.80
LOT 12 BLOCK B FRANCIS HARVEY ADD.	260.40
LOT 13 BLOCK B FRANCIS HARVEY ADD.	183.60
E1/2 NE1/4 NW1/4 EXC 29TH. ST ON N & EXC PT PLATTED AS PENSTEMON 1ST. & 2ND. ADDNS & EXC 20 FT STRIP OF LAND ADJ TO LOTS 46-47-58-59-60- 62-63-64 BLK 1 PENSTEMON 2ND. ADD. ON E. SEC 5-27-2E	478.00
LOTS 57-59-61 CENTRAL AVE. MAPLE GROVE ADD.	836.00
LOTS 63-65-67-69-71-73-75-77 CENTRAL AVE. MAPLE GROVE ADD.	1,001.60
LOT 26 & W 1/2 LOT 28 ROEMBACH'S SUB OF CHAUTAUQUA ADD.	407.60
LOTS 32-34 ROEMBACH'S SUB OF CHAUTAUQUA ADD.	244.40
LOT 11 & 20 FT ADJ ON N SECOND ST. FIREBAUGH'S SUB. BLK. 2 CHAUTAUQUA ADD.	560.00

SECTION 3. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 6-8 CHESTER NOW ERIE AVE. FIREBAUGH'S SUB. BLK. 2 CHAUTAUQUA ADD.	270.00
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LOTS 10-12 EXC E 32 FT THEREOF & N 3 FT OF W 90 FT LOT 14 CHESTER NOW ERIE AVE. FIREBAUGH'S SUB BLK 2 CHAUTAUQUA ADD	274.00
LOTS 37-39 CHESTER NOW ERIE AVE. FIREBAUGH'S SUB. BLK. 2 CHAUTAUQUA ADD.	378.25
N 50 FT LOTS 1-2-3-4-5-6 FIRST ST. CHAUTAUQUA PLACE ADD.	335.60
E 10 FT LOT 9-ALL LOTS 10-11 & W 5 FT LOT 12 FIRST ST. CHAUTAUQUA PLACE ADD.	390.50
LOTS 2-4 & 1/2 VAC ALLEYS ON S & E ERIE AVE. CENTRAL AVE. ADD.	206.00
LOTS 18-20 & 1/2 VAC ALLEY ON E FRANKFORT NOW ERIE AVE CENTRAL AVE ADD.	281.20
LOTS 22-24 & 1/2 VAC ALLEY ON E ERIE AVE. CENTRAL AVE. ADD.	437.80
LOTS 26-28 & 1/2 VAC ALLEY ON E FRANKFORT NOW ERIE AVE. CENTRAL AVE. ADD.	450.70
LOTS 30-32 EXC E 55 FT FRANKFORT NOW ERIE AVE. CENTRAL AVE. ADD.	282.80
LOTS 1-3 FRANKFORT NOW ERIE CENTRAL AVE. ADD.	594.80
LOTS 5-7 ERIE AVE. CENTRAL AVE. ADD.	225.20
LOTS 13-15 FRANKFORT NOW ERIE AVE CENTRAL AVE ADD	154.80
LOTS 17-19 FRANKFORT NOW ERIE AVE. CENTRAL AVE. ADD.	118.00
LOTS 21-23 FRANKFORT NOW ERIE CENTRAL AVE. ADD.	225.20
LOTS 106-108-110 CENTRAL AVE. CENTRAL AVE. ADD.	222.40
S 100 FT E 15 FT LOT 124 & S 100 FT LOT 126 & S 100 FT W 10 FT LOT 128 CENTRAL AVE. CENTRAL AVE. ADD.	290.80
LOTS 1-2-3-4-5-6 EXC N 14 FT LOTS 1 & 2 & EXC N 14 FT W 20 FT LOT 3 TO CITY, DOUGLAS AVE. & LOTS 21- 22-23-24, OAKLAND AVE. & LOT 25 DOUGLAS HEIGHTS ADD.	590.00
ODD LOTS 57 TO 75 INC BLOCK 5 SUNNY-SIDE ADD. EXEMPT 4996-0	398.00
LOTS 77-79 BLOCK 5 SUNNY-SIDE ADD. EXEMPT NO. 94-8527-TX	134.00

S 15 FT LOT 19 EXC E 85 FT-LOT 20 EXC E 85 FT-ALL LOTS 21-22 BLOCK 2 MERRIMAN PARK PLACE ADD.	270.00
LOTS 23-24 BLOCK 2 MERRIMAN PARK PLACE	168.00
LOTS 25-26 BLOCK 2 MERRIMAN PARK PLACE ADD.	134.00
LOTS 31-32 BLOCK 2 MERRIMAN PARK PLACE ADD.	108.00
LOT 33 & N 18 3/4 FT LOT 34 BLOCK 2 MERRIMAN PARK PLACE	270.00
S 1/2 LOT 36 - ALL LOTS 37-38 BLOCK 2 MERRIMAN PARK PLACE ADD.	270.00
N 50 FT LOTS 59-60-61-62-63 BLOCK 2 MERRIMAN PARK PLACE ADD.	164.00
LOTS 59-60-61-62-63 EXC N 50 FT & ALL LOT 64 BLOCK 2 MERRIMAN PARK PLACE ADD.	170.00
LOTS 19-20 EXC W 53 FT BLOCK 2 MERRIMAN PARK 2ND. PLACE ADD.	170.00
LOT 2 & N 8 FT LOT 3 CLEVELAND'S ADD.	158.00
S 17 FT LOT 3-ALL LOTS 4-5-6 CLEVELAND'S ADD.	170.00
LOTS 9-10 CLEVELAND'S ADD.	174.00
LOT 1 SWOPE'S 3RD. ADD.	1,086.75
LOT 3 SWOPE'S 3RD. ADD.	570.00
LOTS 23-24 BLOCK 1 MARSH MANOR ADD.	474.00
LOTS 1-2 & N 15 FT LOT 3 BLOCK 2 MARSH MANOR ADD.	264.00
LOTS 21-22-23-24 & 1/12 INT IN PARKPERSHING TERRACE ADD.	476.00
LOTS 25-26-27-28 & 1/12 INT IN PARKPERSHING TERRACE ADD.	482.40
LOTS 142-143-144 EAST LAWN ADD.	286.38
LOTS 169-170 & S 10 FT LOT 171 EAST LAWN ADD.	686.00

RESERVE A & 1/2 VAC ST ADJ ON S BUILDERS 3RD. ADD.	1,174.65
LOTS 18-19-20-21 BLOCK A GENE HANCOCK'S ADD. EXEMPT NO. 95-8951-TX	543.60
LOT 22 BLOCK A GENE HANCOCK'S ADD. EXEMPT NO. 95-8951-TX	146.00
LOT 23 BLOCK A GENE HANCOCK'S ADD. EXEMPT NO 95-8951-TX	655.60
LOT 30 BLOCK A GENE HANCOCK'S ADD.	135.60
LOT 32 BLOCK A GENE HANCOCK'S ADD.	287.60
LOT 33 BLOCK A GENE HANCOCK'S ADD.	40.00
LOT 34 BLOCK A GENE HANCOCK'S ADD.	502.00
LOT 3 REPLAT MAGNUSSON'S ADD.	468.40
LOT 4 REPLAT MAGNUSSON'S ADD.	232.80
LOT 40 BLOCK N AUDREY MATLOCK HEIGHTS 1ST. ADD.	505.20
LOT 4 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	535.60
LOT 5 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	394.80
LOT 6 BLOCK O AUDREY MATLOCK HEIGHTS 1ST ADD.	722.80
LOT 7 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	524.40
LOT 9 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	458.80
LOT 10 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	393.20
LOT 11 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	263.60
LOT 12 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	335.60
LOT 14 BLOCK O AUDREY MATLOCK HGTS 1ST. ADD.	326.00
LOT 8 BLOCK 2 LOUIS 7TH. ADD.	150.00

LOT 8 BLOCK C W. M. SIDLES ADD.	151.60
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SECTION 4. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 21 BLOCK 2 EASTLINK VILLAGE 2ND. ADD.	381.90
LOT 16 BLOCK 3 EASTLINK VILLAGE 2ND. ADD.	295.60
LOT 6 BLOCK 4 BROOKHOLLOW FIRST ADD.	311.60
LOT 7 BLOCK 4 BROOKHOLLOW FIRST ADD.	242.80
LOT 8 BLOCK 4 BROOKHOLLOW FIRST ADD.	471.60
LOT 1 WALLACE SECOND ADD.	903.00
THAT PT LOT 1 LY N OF LI BEG SWLY COR LOT 1 E 260.16 FT N 148 FT E 320 FT N 442 FT E 371.65 FT TO ELY LI LOT 1 BLOCK 3 CHERRY CREEK HILLS ADD.	353.90
LOT 1 EXC POPLAR CIRCLE CHILTON'S PAWNEE & GROVE ADD.	602.80
N 658.19 FT LOT 1 EXC BEG 245.10 FTS NE COR S 196 FT W 68 FT S 24 FT W 202 FT N 220 FT E 270 FT TO BEG BLOCK 1 CHERRY CREEK HILLS FOURTH ADD.	390.00
LOT 1 CURRY ADD.	409.20
LOT 19 BLOCK 3 2ND. ADDITION TO CEDAR RIDGE	209.20
LOT 21 BLOCK 3 2ND. ADDITION TO CEDAR RIDGE	345.20
LOT 1 BLOCK 3 HEDGECLIFF 3RD. ADD.	118.00
LOT 2 BLOCK 3 HEDGECLIFF 3RD. ADD.	271.60
LOT 3 BLOCK 3 HEDGECLIFF 3RD. ADD.	151.60
ALL LOT 28 & LOT 27 EXC S 44 FT BLOCK 3 HEDGECLIFF 3RD. ADD.	649.20

LOT 1 BLOCK 1 WATERFORD NORTH SECOND ADD.	154.80
LOT 2 BLOCK 1 WATERFORD NORTH SECOND ADD.	230.00
LOT 3 BLOCK 1 WATERFORD NORTH SECOND ADD.	438.00
LOT 26 BLOCK 1 PENSTEMON SECOND ADD.	168.00
LOT 27 BLOCK 1 PENSTEMON SECOND ADD.	286.00
LOT 6 BLOCK 1 WILDERNESS ADD.	604.00
RESERVE D WILDERNESS SECOND ADD.	178.00
LOT 1 UNIVERSITY CONGREGATIONAL CHURCH ADD. EXEMPT 4970-87-TX	170.00
LOT 1 BLOCK 1 PARCEL NO. 104 ADD.	648.40
LOT 2 BLOCK 1 PARCEL NO. 104 ADD.	511.60
LOT 3 BLOCK 1 PARCEL NO. 104 ADD.	2,167.60
PART LOT 15 BEG SE COR N 450.47 FT NW 977.68 FT W 150 FT N 150 FT NW 150 FT TO SE COR LOT 7 BLK. 1 S TO S LI TO PT 942.29 FT W OF BEG E TO BEG BLOCK 1 MEDITERRANEAN PLAZA ADD. EXEMPT NO. 1998-9528-TX	158.00
LOT 7 BLOCK 1 MEDITERRANEAN PLAZA COMMERCIAL SECOND ADD.	200.00
LOT 1 BLOCK 1 FOX POINTE ADD.	182.00
LOT 2 BLOCK 1 FOX POINTE ADD.	222.00
LOT 2 BLOCK 1 THE RITZ ADD.	214.00
LOT 3 EXC BEG SW COR TH N 230.1 FT NWLY 98.8 FT N 370.15 FT E 278.73 FT SELY ALG CUR 458.19 FT SWLY 284.68FT SW 58.31 FT S 230.21 FT W 64.5 FT TO BEG BLOCK 1 THE RITZ ADDITION	667.60
LOT 1 BLOCK 1 GEORGE WASHINGTON STORAGE ADD.	202.80
LOTS 126-128-130-132 CHICAGO NOW DOUGLAS AVE. WEST WICHITA ADD.	166.00

W 50 FT S 125 FT E 150 FT LOT 4 BLOCK 6 LAWRENCE ADD	308.40
LOTS 23-25 VINE ST UNIVERSITY PLACE ADD	624.00
LOT 112 UNIVERSITY AVE UNIVERSITY PLACE ADD.	172.00
LOTS 1-3-5 EXC TH PART LOT 1 DED FOR ST MC CORMICK AVE GARFIELD ADD	742.00
N 50 FT LOTS 2-4-6-8 LINCOLN ST GARFIELD ADD.	550.00
S 90 FT LOTS 2-4 LINCOLN ST GARFIELD ADD.	263.60
LOTS 2-4-6 MERIDIAN AVE. GARFIELD ADD.	168.00
LOTS 16-18 MERIDIAN AVE. GARFIELD ADD.	418.80
LOTS 20-22 MERIDIAN AVE. GARFIELD ADD.	547.30
LOT 114 ARMSTRONG'S ADD.	176.00
LOTS 118-120 ARMSTRONG'S ADD.	486.38
LOTS 29-31 DOUGLAS AVE SMITHSON'S SUB.	798.00
LOTS 6-8 MT CARMEL AVE SMITHSON SUB	452.40
LOTS 10-12 HENRY NOW MT CARMEL AVE SMITHSON'S SUB	191.60
LOT 1 HENRY NOW MT CARMEL AVE SMITHSON'S SUB	198.00
LOTS 5-7 HENRY NOW MT. CARMEL AVE. SMITHSON'S SUB.	142.00
LOTS 9-11 HENRY NOW MT. CARMEL AVE. SMITHSON'S SUB.	190.00
S 1/2 LOT 19 ALL LOT 21 HENRY NOW MT CARMEL AVE SMITHSON'S SUB	226.50
LOTS 27-29 MT CARMEL AVE. SMITHSON SUB.	126.00
LOTS 2-4 & N 10.88 FT LOT 6 GORDON AVE HUTCHINSON'S 2ND ADD	226.80
W 48 FT LOTS 1-3 EDWARDS AVE. HUTCHISON'S 2ND. ADD.	121.20

E 92 FT LOTS 1-3 EXC S 3 FT E 64 FT LOT 3 & EXC S 2 FT W 28 FT E 92 FT LOT 3 EDWARDS AVE. HUTCHISON'S 2ND. ADD.	134.00
S 5 FT LOT 32-ALL LOTS 33-34 BLOCK 3 ACADEMY PARK ADD.	158.00
S 11 FT LOT 28-ALL LOT 29 & N 17 FT LOT 30 BLOCK 3 ACADEMY PARK ADD.	155.00
LOTS 7-8 BLOCK 4 ACADEMY PARK ADD.	390.00
LOTS 9-10 BLOCK 4 ACADEMY PARK ADD	390.00
LOTS 13-14 BLOCK 4 ACADEMY PARK ADD.	302.00

SECTION 5. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 20 TO 32 INC & 1/2 VAC ALLEY ON E & 1/2 VAC ST ON W BLOCK 9 FRANKLIN YIKE ADD. EXEMPT 2146-85-TX	116.00
LOT 1 SOUTHWEST BOULEVARD ADD.	223.60
LOT 11 BLOCK 24 PAWNEE PARK ADD.	14.40
LOT 12 BLOCK 24 PAWNEE PARK ADD.	185.20
LOT 13 BLOCK 24 PAWNEE PARK ADD.	40.00
LOT 14 BLOCK 24 PAWNEE PARK ADD.	158.00
LOT 1 BLOCK 25 PAWNEE PARK ADD.	134.00
LOT 2 BLOCK 25 PAWNEE PARK ADD.	238.00
LOT 3 BLOCK 25 PAWNEE PARK ADD.	194.80
LOT 4 BLOCK 25 PAWNEE PARK ADD	169.20
LOT 5 BLOCK 25 PAWNEE PARK ADD.	198.00

LOT 6 BLOCK 25 PAWNEE PARK ADD.	478.00
ODD & EVEN LOTS 1 TO 14 INC & VAC ALLEY ADJ BLOCK F GENE DOUGLAS MATLOCK ADD.	2,028.40
LOT 11 BLOCK G GENE DOUGLAS MATLOCK ADD.	708.40
LOT 12 BLOCK G GENE DOUGLAS MATLOCK ADD.	201.20
LOT 6 PEARLE E WOODS ADD.	153.20
LOT 8 PEARLE E WOODS ADD.	345.20
LOT 1 BLOCK 2 JENKINS 2ND ADD	791.60
LOT 18 BLOCK 2 JENKINS 2ND. ADD.	902.00
LOT 1 BLOCK 3 JENKINS 2ND. ADD.	196.40
LOT 1 BLOCK 1 CARLAN'S ADD.	334.00
LOT 2 BLOCK 1 CARLAN'S ADD.	257.20
LOT 4 BLOCK 1 CARLAN'S ADD.	188.40
LOT 5 BLOCK 1 CARLAN'S ADD.	127.60
LOT 1 BLOCK 6 CARLAN'S ADD.	329.20
LOT 1 BLOCK 4 BRENTWOOD ADD.	206.00
LOT 3 BLOCK 4 BRENTWOOD ADD.	48.00
LOT 4 BLOCK 4 BRENTWOOD ADD.	142.00
LOT 24 BLOCK 5 BRENTWOOD ADD.	407.60
LOT 25 BLOCK 5 BRENTWOOD ADD.	290.80
LOT 26 BLOCK 5 BRENTWOOD ADD.	396.40
LOT 28 BLOCK 5 BRENTWOOD ADD.	196.40

LOT 21 BLOCK C LA PLACITA PARK ADD.	263.60
LOT 16 BLOCK 8 1ST. ADD. TO SOUTHWEST VILLAGE	137.20
LOT 19 BLOCK 8 1ST ADD. TO SOUTHWEST VILLAGE	191.60
LOT 20 BLOCK 8 1ST. ADD. TO SOUTHWEST VILLAGE	198.00
LOT 21 BLOCK 8 1ST. ADD. TO SOUTHWEST VILLAGE	340.40
LOT 22 BLOCK 8 1ST ADD. TO SOUTHWEST VILLAGE	135.60
LOT 23 BLOCK 8 1ST ADD. TO SOUTHWEST VILLAGE	199.60
LOT 26 BLOCK 8 1ST. ADD. TO SOUTHWEST VILLAGE	135.60
LOT 27 BLOCK 8 1ST. ADD. TO SOUTHWEST VILLAGE	254.00
LOT 28 BLOCK 8 1ST. ADD. TO SOUTHWEST VILLAGE	265.20
LOT 30 BLOCK 8 1ST ADD. TO SOUTHWEST VILLAGE	198.00
LOT 5 BLOCK 1 2ND. ADD. TO SOUTHWEST VILLAGE	207.60
LOT 6 BLOCK 1 2ND. ADD. TO SOUTHWEST VILLAGE	186.80
LOT 7 BLOCK 1 2ND. ADD. TO SOUTHWEST VILLAGE	226.80
LOT 8 BLOCK 1 2ND. ADD. TO SOUTHWEST VILLAGE	32.00
LOT 10 BLOCK 1 2ND. ADD. TO SOUTHWEST VILLAGE	324.40
LOT 12 BLOCK 1 2ND. ADD. TO SOUTHWEST VILLAGE	265.20
LOT 13 BLOCK 1 2ND. ADD. TO SOUTHWEST VILLAGE	262.00
LOT 14 EXC E 1 FT BLOCK 1 2ND. ADD. TO SOUTHWEST VILLAGE	260.40
LOT 1 BLOCK 1 LANGFORD ADD.	536.40

LOT 2 BLOCK 1 LANGFORD ADD.	196.40
LOT 3 BLOCK 1 LANGFORD ADD.	196.40
LOT 4 BLOCK 1 LANGFORD ADD.	238.70
LOT 5 BLOCK 1 LANGFORD ADD.	201.20
LOT 7 BLOCK 1 LANGFORD ADD.	337.20
LOT 9 BLOCK 1 LANGFORD ADD.	270.00
LOT 10 BLOCK 1 LANGFORD ADD.	577.00
LOT 12 BLOCK 1 LANGFORD ADD.	817.20
LOT 13 BLOCK 1 LANGFORD ADD.	574.70
LOT 1 BLOCK 2 LANGFORD ADD.	198.00

SECTION 6. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 2 BLOCK 2 LANGFORD ADD.	268.40
LOT 3 BLOCK 2 LANGFORD ADD.	134.00
LOT 4 BLOCK 2 LANGFORD ADD.	134.00
LOT 5 BLOCK 2 LANGFORD ADD.	345.20
LOT 7 BLOCK 2 LANGFORD ADD.	259.50
LOT 2 BLOCK 7 LANGFORD ADD.	198.00
LOT 3 BLOCK 7 LANGFORD ADD.	250.80
LOT 6 BLOCK 7 LANGFORD ADD.	322.80

LOT 4 BLOCK 8 LANGFORD ADD.	135.60
LOT 6 BLOCK 8 LANGFORD ADD.	329.20
LOT 20 BLOCK 7 SUNSET HEIGHTS 3RD. ADD.	335.60
LOT 11 BLOCK 8 SUNSET HEIGHTS 3RD. ADD.	196.40
LOT 1 BLOCK A WESTERLEA VILLAGE ADD.	241.20
LOT 2 BLOCK A WESTERLEA VILLAGE ADD.	202.80
LOT 1 BLOCK B WESTERLEA VILLAGE ADD.	430.00
LOT 11 BLOCK 1 COUNTRY ACRES ADD.	230.00
LOT 1 BLOCK 1 WESTLINK VILLAGE FIFTH	194.80
LOT 2 BLOCK 1 WESTLINK VILLAGE 5TH. ADD.	463.60
LOT 3 BLOCK 1 WESTLINK VILLAGE FIFTH ADD.	198.00
LOT 6 BLOCK 1 WESTLINK VILLAGE 5TH. ADD.	148.40
LOT 7 BLOCK 1 WESTLINK VILLAGE 5TH ADD	180.40
LOT 9 BLOCK 1 WESTLINK VILLAGE 5TH. ADD.	298.80
LOT 10 BLOCK 1 WESTLINK VILLAGE 5TH. ADD.	262.00
LOT 1 BLOCK 2 WESTLINK VILLAGE 5TH. ADD.	332.80
LOT 11 BLOCK 2 WESTLINK VILLAGE 5TH. ADD.	132.40
LOT 1 BLOCK 11 GLENN VILLAGE ADD.	178.80
N1/2 LOT 1 KARDATZKE ADD.	415.60
LOT 1 MEYER & WILLIAMS ADD.	150.00
LOT 1 POWELL'S 7TH. ADD.	174.00

LOT 30 BLOCK C JAMESBURG PARK ADDITION	139.70
LOT 17 BLOCK D JAMESBURG PARK ADDITION	230.00
LOT 12 BLOCK E JAMESBURG PARK ADDITION	150.00
LOT 13 BLOCK E JAMESBURG PARK ADDITION	252.40
LOT 14 BLOCK E JAMESBURG PARK ADDITION	246.00
LOT 30 BLOCK E JAMESBURG PARK ADDITION	535.60
LOT 19 BLOCK 4 BRIARWOOD ESTATES ADD.	308.40
LOT 21 BLOCK 4 BRIARWOOD ESTATES ADD.	230.00
LOT 39 BLOCK 1 SANDALWOOD VILLAGE ADD.	230.00
RESERVE A EXC BEG NW COR S 287.66 FT E 71.26 FT TO SLY COR LOT 3 BLK 1 NW 44.2 FT N 162.35 FT NE 105.93 FT TO NLY COR LOT 2 BLK 1 NW 33.67 FT TO N LI RES A WLY 91.42FT TO BEG BLOCK 1 OAK CLIFF ESTATES 3RD. ADD.	270.00
LOT 13 BLOCK 1 BRIARWOOD ESTATES 5TH. ADD.	146.80
RESERVE B CAMBRIDGE ESTATES ADD.	566.00
LOT 1 BLOCK 1 HOME DESIGN CENTER 3RD. ADD.	458.00
LOT 4 BLOCK A BROWN & CUMMIN ADD.	174.00
LOT 1 BLOCK 1 MEDITERRANEAN DENTAL PLAZA ADD.	300.00
LOT 29 BLOCK E AUBURN HILLS 5TH ADD.	346.00
LOT 2 BLOCK 1 CANYON PROPERTIES ADD.	174.00
LOT 3 BLOCK 1 CANYON PROPERTIES ADD.	764.00
LOT 13 BLOCK B HUNTERS RIDGE ADD.	241.20
LOT 12 BLOCK B EAGLES LANDING AT NORTH OLIVER 2ND	391.60

BEG SW COR SW1/4 TH E 933.76 FT N 933.76 FT W 933.76 FT S 933.76 FT TO BEG EXC PRAIRIE CROSSROADS UNITED METH CHURCH ADDN. & EXC W 50.01 FT & S 50.02 FT FOR RDS SEC 31-27-1W	478.00
LOT 1 BLOCK 1 PRAIRIE CROSSROADS UN METHODIST CH	482.80
LOT 1 BLOCK 1 EXECUTIVE AT WHITE TAIL 2ND ADD	1,666.00
BEG SW COR LOT 3 N 230.1 FT ALG W LI NWLY 98.8 FT N 370.15 FT E 278.73 FT SELY ALG CUR 458.19 FT SWLY 284.68 FT SW 58.31 FT S 230.21 FT W 64.8 FT TO BEG BLOCK 1 THE RITZ ADDITION	389.20
LOT 4 BLOCK A JOHNSON COMMERCIAL CENTRE ADD	488.00
LOT 1 BLOCK 1 CAMPUS CREST ADD	1,764.40
LOT 1 BLOCK 3 PARKSTONE ADD	509.60
LOT 8 EXC BEG 24.42 FT NELY & 9.67 FT E SW COR NELY 70.74 FT S 14.16 FT SWLY 50.74 FT W 14.12 FT TO BEG & TH PT ST VAC BY ORD #2004-00061 BLOCK 5 SAVANNA @ CASTLE ROCK RANCK 5TH ADD	775.60
LOT 2 & THAT PART ST VAC BY ORD. #2004-00060 BLOCK 1 SAVANNA AT CASTLE ROCK RANCH 7TH.	350.80
LOT 5 BLOCK A STONEBRIDGE 2ND ADD	214.00
RESERVE D EXC THAT PT BEG @ MOST WLY COR LOT 17 BLK F IN SAID ADD SELY 146.52 FT SWLY 48.94 FT NWLY 59.36 FT NWLY 108.9 FT NELY 54.55 FT TO BEG & EXC BEG @ SW COR LOT 15 BLK F IN SAID ADD SELY 72.92 FT NELY 91.72 FT S 97.99 FT NWLY 17.09 FT SWLY 55.31 FT SWLY 59.49 FT NWLY 60.49 FT TO BEG & EXC BEG @ MOST SLY COR LOT 14 BLK F IN SAID ADD NELY 156.99 FT NELY 8.01 FT S 210.53 FT W 120.66 FT N 97.99 FT TO BEG STONEBRIDGE 2ND ADD	773.20
LOT 1 BLOCK 1 WAL MART 2ND ADD	508.40

SECTION 7. The costs of constructing, reconstructing, and repairing abutting sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the

year **2012**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 8. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **3rd day of July, 2012**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. II-10

**City of Wichita
City Council Meeting
June 26, 2012**

To: Mayor and City Council

Subject: Homelessness Prevention and Rapid Re-Housing Data Collection Budget Increase

Initiated By: Housing and Community Services Department

Agenda: Consent

Recommendation: Approve a budget increase in the Homeless Prevention and Rapid Re-Housing Data Collection contract and authorize the necessary signatures.

Background: Wichita is recognized as an “entitlement” city by the U.S. Department of Housing and Urban Development (HUD). Because of the City’s “entitlement” status, Wichita is scheduled to receive a direct allocation of funds from the American Recovery and Reinvestment Act of 2009 (ARRA) for the Homelessness Prevention and Rapid Re-Housing Program (HPRP). HUD approved the City’s substantial amendment for administration of the HPRP funds in June, 2009.

On July 21, 2009, the City Council approved a contract with the United Way of the Plains (UWP) for the Data Collection and Evaluation component of the HPRP. On September 15, 2009, the City Council approved contracts with the United Way of the Plains and Catholic Charities, to administer the Homelessness Prevention and Rapid Re-Housing components of the HPRP, respectively.

Analysis: The HPRP spending deadline is July 22, 2012. Through careful staff planning to avoid over-spending, there remains a small amount of funds that can be reprogrammed for additional data collection services. The UWP has indicated that additional funding would be useful in fulfilling its continuing responsibilities for data collection relative to quarterly and final reports.

Financial Consideration: The City’s allocation of Homelessness Prevention and Rapid Re-Housing Program funds was \$1,168,490. The UWP Data Collection and Evaluation allocation contract was initially approved in an amount not to exceed \$116,849. The actual budget for that contract was \$83,641. This action will increase the budget to an amount not to exceed \$108, 641. No City General Funds are impacted by this action.

Goal Impact: Expenditure of Homelessness Prevention and Rapid Re-Housing Program funds will impact Economic Vitality & Affordable Living and Quality of Life goals.

Legal Consideration: The contract amendment has been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve a budget increase in the Homeless Prevention and Rapid Re-Housing Data Collection contract and authorize the necessary signatures.

Attachments: Contract amendment.

**First Amendment to the
Contract Agreement between
The City of Wichita Housing and Community Services Department and
United Way of the Plains**

THIS CONTRACT AMENDMENT is executed this 26th day of June, 2012 by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and the United Way of the Plains, (hereinafter called the Subrecipient).

WITNESSETH THAT:

WHEREAS, on June August 1, 2009 the City of Wichita allocated \$116,849 in Homeless Prevention and Rapid Re-Housing Program (HPRP) funds for the execution of a Contract Agreement with Subrecipient for the approved activity; and

WHEREAS, on November 4, 2009, the above named entities were parties to a Contract Agreement with budget authorized in the amount of \$83,641; and

WHEREAS, the above named parties now wish to modify and amend said Contract for the purposes of modifying the authorized budget amount;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 1st day of August, 2009 are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- Part B, Performance Criteria and Objectives, Funding: It is mutually agreed by and between the City and the Subrecipient that an additional allocation of an amount not to exceed \$25,000 will be added to the current contract for HPRP Data Collection. Any costs in excess of the combined total of \$108,641 are the responsibility of the Subrecipient.

SUBRECIPIENT

Patrick Hanrahan, President
United Way of the Plains

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
City of Wichita

City of Wichita
City Council Meeting
June 26, 2012

TO: Mayor and City Council

SUBJECT: Hardware Maintenance and Technical Support Vendor Selection and Agreement

INITIATED BY: Information Technology

AGENDA: Consent

Recommendation: Approve the vendor selection and agreement.

Background: The Information Technology (IT) Department maintains several annual contracts with multiple companies for hardware maintenance and technical support on various pieces of computer equipment including network routers and switches, storage networks, and servers. The current contracts expire on July 1, 2012. Outsourcing this maintenance and support function is far less expensive than developing and maintaining the technical expertise, staff, and necessary parts inventory within Information Technology. One technical staff person alone would equal the cost of the contract.

Analysis: The City issued a Request for Proposal (RFP) for hardware maintenance and support on May 9, 2012. Following evaluation of the responses to the proposal and interviews of the top three candidates, Systems Maintenance Services, Inc. was selected by the Staff Screening and Selection Committee. This vendor provides local warehousing of parts, in-house technical support, and extended support hours at a lower cost than the current contracts. Terms of related contracts and agreements are finalized and submitted to the governing body for approval.

The term of the agreement for maintenance and technical support services is for one year with options to renew for four additional one year terms by mutual agreement of both parties and provides the City with the right to terminate the agreement with a 30 day written notice for any reason.

Financial Consideration: The current value of existing contracts exceeds \$168,000 annually. The new contract is expected to provide a consistent level of service and reduce City contractual expenditures by \$84,577 annually.

Goal Impact: This project addresses the Internal Perspective goal by increasing the cost effectiveness of the IT department.

Legal Consideration: The Law Department has reviewed the agreement and approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the selection of Systems Maintenance Services, Inc. and authorize the Mayor to sign the agreement.

Terms And Conditions

These TERMS AND CONDITIONS (this "**Agreement**") are agreed to as of the latest date indicated on the signature pages hereto, by and between SMS Systems Maintenance Services, Inc., a Massachusetts corporation ("**SMS**"), and the undersigned ("**Customer**").

1. **SMS Services.** SMS is engaged in the provision of certain computer services (the "**SMS Services**") related to certain of Customer's equipment as detailed on the appropriate equipment schedule (the "**Equipment**" and the "**Equipment Schedule**") and Customer desires to purchase, and SMS desires to provide, the SMS Services, all as detailed herein and in the agreement related hereto.

2. **Fees.** Maintenance and other recurring fees shall be invoiced in advance and are due on the first day of the service period for which the invoice is rendered. Any increase in maintenance or other recurring fees must be disclosed in writing at least thirty (30) days prior to the effective date of the increase and will become effective unless rejected in writing. Each party reserves the right to suspend or terminate maintenance and recurring services if such fees are not timely paid. Fees and expenses other than maintenance and other recurring fees shall be payable net 30 days. Late payments for such fees and expenses shall accrue interest, including without limitation post-judgment interest, at 2% per month.

3. **Limited Warranty and Limitation of Liabilities.**

a. SMS and Customer warrant (i) that the SMS Services and Customer's Equipment operations, respectively, will be provided by properly supervised and qualified staff and will be provided in a good and workmanlike manner, (ii) each party will obey all applicable law in performing pursuant to this Agreement, (iii) SMS will not be liable for any and all reinstatement or recertification fees imposed by any other party or parties at any time, and (iv) that each party shall not make any representations, warranties, promises or take any other action on behalf of the other party hereto.

b. **THE WARRANTIES STATED ABOVE ARE THE SOLE WARRANTIES AND THAT THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE PROVIDED PURSUANT TO THIS AGREEMENT.**

c. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO ANY LOSS OF USE, DATA, SOFTWARE, REVENUE OR PROFITS, EVEN IF ADVISED OF THE PROBABILITY OF SUCH DAMAGES.**

d. **SMS'S AND CUSTOMER'S LIABILITY (WHETHER IN CONTRACT, WARRANTY OR TORT, INCLUDING NEGLIGENCE) FOR DAMAGES OF ANY NATURE SHALL NOT EXCEED THE TOTAL**

COMPENSATION RECEIVED FROM CUSTOMER BY SMS DURING THE TERM OF THIS AGREEMENT.

e. No action (whether in contract, warranty or tort, including negligence) arising out of the transactions contemplated by this Agreement may be brought by either party against the other party more than one (1) year after the cause of action accrues except that an action for non-payment may be brought within eighteen (18) months of the date of the last payment.

4. **Standards of SMS Services.**

a. SMS Service levels will meet the service level standards detailed in the Equipment Schedule entered into in connection herewith, if applicable. The type of SMS Service is as specified within the related Customer agreement. To be eligible for service by SMS, all Equipment must be listed on the appropriate Equipment Schedule and have recently been under warranty from the manufacturer or must have recently been covered under another maintenance agreement. The Equipment Schedule may be modified upon fourteen (14) days prior written notice and all corresponding fee changes will be reflected in the subsequent billing cycle. All equipment covered by SMS Services must meet the manufacturers' minimum equipment configuration requirements and specifications.

b. SMS shall maintain the equipment in good operating condition and furnish scheduled preventive maintenance based on the needs of the equipment and of Customer during the time period for performance excluding locally observed holidays unless otherwise stated. Services required to be initiated beyond service hours contracted for will be billed at SMS's per call rates and terms then in effect. Maintenance will include labor and replacement of all parts deemed necessary for proper operation of equipment covered. Replaced parts shall become the property of SMS.

c. Customer shall notify SMS immediately of equipment failure, and shall allow SMS staff full and free access to the equipment and use of necessary equipment, machines and devices in the User/Customer's possession. Customer shall maintain accurate and current logs and records concerning the operation of the equipment. Customer shall not move or cause to have moved the equipment covered without prior written notice to SMS. At Customer's request, SMS will move equipment at per call rates and terms then in effect (PCs and small printer excepted).

d. Maintenance services required, in the opinion of SMS, because of problems external to the equipment or



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due to causes other than normal wear and tear, are not covered. If performed, such services will be billed at SMS's per call rates and terms then in effect. Maintenance service does not include operating supplies, consumable items (such as batteries, laser maintenance kits, printer bands, etc.), or electrical work external to the equipment.

e. SMS service liability shall be limited to restoring the equipment covered to good and operating condition. Only authorized SMS staff shall service the equipment covered and should the equipment be serviced by persons other than SMS staff, SMS shall no longer be held liable for maintenance services described herein.

f. SMS Services excludes, without limitation: OEM restricted firmware, electrical work external to the Equipment, maintenance of goods other than the Equipment and Equipment accessories, alterations, attachments not listed on the Equipment Schedule, platens, supplies or accessories, specification changes, Equipment relocation, removal or relocation of accessories or attachments, services and goods necessary due to improper usage of Equipment, unsuitable environment (including improper electrical power, air conditioning or humidity) or Force Majeure.

5. Term and Termination.

a. This Agreement shall become effective on the date written above and shall continue for one year, unless earlier terminated as set forth herein. Thereafter, this Agreement shall automatically renew for continuous one-month periods. Either party may terminate this Agreement for its convenience upon sixty (60) days written notice to the other.

b. This Agreement may be terminated immediately for cause by either party in the event the other party;

- (i) Shall become insolvent; or
- (ii) Admits in writing its inability to pay its debts as they mature; or
- (iii) Ceases to function as a going concern or to conduct its operations in the normal course of business; or
- (iv) Upon the filing by or against it under Title 11 of the U.S. Code, fails to tender to the other party a guaranty of its obligations under this Agreement by a person, firm or other entity having a net worth as of at least 85% of its own net worth as of the commencement of this Agreement, such guaranty to be in a form satisfactory to the other party; or
- (v) Fails to perform any of its obligations under this Agreement so as to be in default hereunder and fails to cure such default within twenty (20) days after written notice thereof or, with respect to payment defaults, five (5) days after written notice thereof.

6. Confidentiality.

If the parties hereto enter into a Confidentiality Agreement, such agreement shall prevail in the event of a conflict between this Agreement and such Confidentiality Agreement. Otherwise, if either party received from the other party written information which is marked "Confidential" or "Proprietary" or any other information the receiving party knows or should know is confidential or proprietary, the receiving party agrees not to use such information except in the performance of this Agreement, and to treat such information in the same manner as it treats its own confidential information and at least use commercially reasonable efforts to protect such information. The obligation to keep information confidential shall not apply to any such information that has been disclosed in publicly available sources; is in the rightful possession of the party receiving the confidential information without an obligation of confidentiality; or is required to be disclosed by operation of law; provided that notice is first given to the disclosing party and the disclosing party. Except as otherwise provided herein, the obligations not to disclose or use and to maintain the confidence of information shall be for a period of two (2) years after the termination or expiration of this Agreement.

7. Indemnification. Each party hereto covenants and agrees to indemnify, defend, and hold harmless the other party hereto, its affiliates and their respective owners, general partners, partners, managers, members, controlling persons, directors, officers, employees, agents and their successors and assigns (collectively, the "**Indemnified Parties**") from and against, and to pay to the Indemnified Parties the amount of, all losses, claims, obligations, demands, assessments, penalties, fines, forfeitures, liabilities, costs, and other damages, including reasonable attorneys' fees and expenses arising, directly or indirectly, from, asserted against or incurred by reason of, resulting in any manner from, or relating in any manner to: (a) the actions of such party or its employees, contractors or agents relating to this Agreement and the performance of the duties set forth herein; (b) any claims by third parties arising from or relating to or in connection with the breach or alleged breach of any of the provisions hereof by the respective parties; (c) any claims by third parties based upon any representations or warranties arising out of or in connection with the respective products or services, representations, or artwork of the parties, or upon alleged patent, trademark, or copyright infringement or unfair competition in connection with the respective products or services or representations of the parties, by reason of the sponsorship; (d) acts or omissions of any firm employed by the respective parties to perform any portion of the duties or obligations contained herein; and (e) product liability or other personal injury claims which may be asserted against the respective goods or services.

8. General.



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a. Assignment, Amendment, Etc.: This Agreement may be assigned by either party with the prior written consent of the other, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Any assignment made in contravention of this section shall be void and of no effect. This Agreement may not be changed, modified or amended except by writing signed by the parties hereto (including as contemplated by **Section 9** below) which expressly references this Agreement.

b. Notices: Any notice provided for or permitted in this Agreement personal service, by facsimile in conjunction with e-mail, by certified return receipt requested or registered mail, postage prepaid, or by Federal Express or other nationally recognized commercial courier, charges prepaid, addressed as set forth herein. Any such notice, demand, request or other communication shall be deemed to have been given upon the earlier of personal delivery thereof, upon the date of facsimile and e-mail, or three (3) business days after having been mailed as provided above, or one (1) business day after delivery through a commercial courier, as the case may be.

c. Enforcement Costs: In the event of any litigation between the parties hereto to enforce any provisions or rights hereunder, the unsuccessful party to such litigation shall pay to the successful party therein all costs and expenses expressly including, but not limited to, reasonable attorneys' fees and court costs incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included in and as a part of any judgment rendered in such litigation.

d. Entire Agreement: This Agreement and, as applicable, any related Confidentiality Agreement, Customer Agreement and/or Equipment Schedule, contain the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements between them.

e. No Implied Waivers: The failure of either party at any time to require performance by the other of any provision hereof shall not affect the right of such party to require performance at any time thereafter, nor shall the waiver of either party of a breach of any provision hereof be taken or held to be a waiver of a provision itself.

f. Governing Law; Jurisdiction: This Agreement shall be governed by and construed in accordance with the

laws of the State of North Carolina, without regard to conflict of law provisions thereof. Each party hereto consents to the exclusive jurisdiction of the state courts of North Carolina, Mecklenburg County, for any litigation that may arise out of this Agreement and each party hereto waives any objection based on *forum non conveniens* or any other objection to such venue.

g. Force Majeure: Neither party shall be liable for failure to fulfill its obligation under this Agreement or any purchase order issued hereunder or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of terrorism, man-made or natural disasters, material shortages, strikes, delays in transportation or inability to obtain labor or materials through its regular sources ("**Force Majeure**"). The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

h. Severability: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidation the remaining provisions hereof in that jurisdiction or affecting the validity or unenforceability of such provision in any other jurisdiction.

i. Survival: **Sections 1, 2, 3, 6, 7 and 8** hereof shall survive and remain in effect beyond any expiration or termination hereof.

j. Incorporation by Reference; Conflicts:

The general terms and conditions in this Agreement can be made part of subsequent documents by reference. The parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party, in every case, except as expressly provided herein.

k. Restrictive Covenant. Each party hereto acknowledges and agrees that from the term of this Agreement until one year after termination or expiration of this Agreement, neither party will hire or solicit to hire the other party's employees, contractors or agents without the other party's prior written consent.

9. Special Provisions. Notwithstanding anything in this Agreement to the contrary, the parties hereto agree that the following special provisions shall apply (**INITIAL ALL SPECIAL PROVISIONS**):



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10. **Cisco Provisions**

The following provisions apply to Cisco equipment and will supersede any conflicting provisions in the General Terms and Conditions (Sections 1-9 of the Agreement). In particular, sections 4 and 5(a) do not apply to Cisco Systems gear covered by SMS.

11. **Cisco Service Descriptions**

The Service Level for each device covered in this agreement is specified in the Coverage column of the Master Services Agreement ("MSA"). These Service Levels are defined in the SLA Definition Appendix (Appendix A). The Service Levels fit into five basic categories: SMARTnet, SMS Direct, NETSmart, Cisco Base, and Hybrid SMARTnet.

11.1 **SMS Direct**

SMS Direct Services provide configuration and troubleshooting support from SMS's Technical Assistance Center ("TAC"). If a fault is identified, SMS direct includes SMS's Advance Hardware Replacement Service per the Service Level Agreement ("SLA") associated with the supported device. It also provides SMS's on-site installation support, when included in the SLA. SMS Direct support does not provide access to Cisco's Technical Assistance Center. SMS Direct also does not provide access or entitlement to Cisco's IOS, software, or bug fixes (unless Cisco makes those updates freely available without SMARTnet support). SMS's TAC strives to provide comparable or better response times to those defined in Cisco's SMARTnet Service Definitions.

11.1.1 **Enhanced SMS Direct**

Enhanced SMS Direct is a value-added service sold as an add-on to SMS Direct service described in 11.1 above. Under the Enhanced version of SMS Direct service (Enhanced SMS Direct), SMS will purchase an appropriate IOS bugfix, SmartNET, or Cisco Base contract on Customer's behalf if Customer encounters a Critical Bug in Customer's current operating environment. A Critical Bug is: 1) Service Disrupting to the Customer's network at the time it is identified (i.e. a bug impacting an IOS feature that the Customer has not deployed would not be a Critical Bug); 2) is identified by a specific bug number in Cisco's Bug Toolkit (<http://tools.cisco.com/Support/BugToolKit/action.do?hdnAction=searchBugs>); 3) is classified by Cisco's Bug Toolkit as either "severe" or "catastrophic"; 4) is in a "Fixed" status in Cisco's Bug Toolkit; and 5) has no workaround in the latest IOS version available at the outset of this Agreement. In order to provide this service level, SMS may require an enhanced audit including the configuration of any IOS devices to which the Enhanced SMS Direct service will apply. SMS may also require the Customer must obtain the latest IOS versions to which they are entitled before the expiration of Customer's SmartNET contract. The form with which SMS acquires the

bugfix under this agreement (SmartNET, Cisco Base, or purchased IOS version) will be at SMS's sole discretion. Note: This service does not apply to Cisco's PSIRT Security Advisories (www.cisco.com/go/psirt) since Cisco makes these security fixes available free of charge.

11.2 **Cisco Services**

Cisco's Services resold by SMS are governed by the appropriate Service Description for that service listed under Cisco's Service Descriptions for Technical Services at www.cisco.com/go/servicedescriptions. This includes Cisco's End User Obligations, Glossary of Terms, Severity and Escalation Guidelines, and List of Services not Covered. SMS will provide a copy of these documents at the customers' request. All Cisco Contracts require a minimum one (1) year prepaid term.

11.2.1 **SMARTnet**

SMARTnet is governed by the provisions of Cisco's SMARTnet and SMARTnet Onsite Services Service Description (<http://www.cisco.com/legal/SMARTnet.pdf>) as well as Cisco's Severity and Escalation Guidelines (http://www.cisco.com/en/US/prod/service_description0900aecd8029e432.pdf). SMS will provide a copy of these documents at the customers' request.

In addition to Cisco's SMARTnet services, SMS includes Cisco's software support services, Unified Communications Support Services, and Unified Computing Support Services in its definition of SMARTnet services. Each of the services is outlined in Cisco's Service Descriptions for Technical Services.

11.2.2 **Cisco Base**

SMS sells Cisco Base with and without SMS's Advance Hardware Replacement Service. For devices that include SMS's Advance Hardware Replacement Service, SMS's Hardware Replacement Terms and conditions shall apply. SMS also provides onsite Field Engineering support as an additional SLA component for Cisco Base contracts.

Cisco Base provides access to Cisco's Technical Assistance Center, IOS Updates, and Cisco's Web Resources. It does not include Cisco's Advance Hardware Replacement. Cisco Base is governed by Cisco's Service Description of Cisco Base Support (http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Cisco_Base_Exhibit.pdf) as well as Cisco's Severity and Escalation Guidelines (http://www.cisco.com/en/US/prod/service_description0900aecd8029e432.pdf). SMS will provide a copy of these documents at the customers' request.

11.2.3 **NETSmart**

NETSmart is the brand name for SMS's co-branded support offering with Cisco's Smart Care Service. (Smart Care and NETSmart may be used interchangeably). Smart Care is governed by the provisions of Cisco's Smart Care Services Customer

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User Guide

(http://www.cisco.com/web/partners/services/programs/smartcare/downloads/sc_17_customer_user_guide_en.pdf) as well as the Smart Care Business Rules and Policies (http://www.cisco.com/web/partners/services/programs/smartcare/downloads/scs_partner_bus_policies.pdf).

SMS will provide a copy of these documents at the customer's request. NETSmart is a shared support offering which provides:

- The same access to Cisco's website and IOS updates as a SMARTnet contract.
- The same Cisco Advance Hardware Replacement as provided in a SMARTnet contract.
- Shared TAC Support in which the initial call comes into SMS's Call Center and SMS Engineers provide initial Troubleshooting and Configuration Support. If escalation is needed, SMS will open a service request with Cisco's TAC for support.

The NETSmart program requires the installation of a Cisco Network Appliance on the Customer's site. SMS has been licensed by Cisco to install and use a Network Appliance in performance of the NETSmart Service. The appliance will collect and transmit, via industry standard encryption, customer network information directly to Cisco. Cisco shall treat the Customer's network information received via the Network Appliance with confidentiality per the terms of the confidential information provisions between Cisco and SMS. While the customer may disable the appliance at any time, the NETSmart service will be suspended until such time as the Network Appliance is reconnected.

Initial here for 11 through 11.2.3 _____

12. Configuration Files / IOS Recovery

While disaster recovery is beyond the scope of SMS's responsibility in this agreement; SMS can provide disaster recovery and configuration management assistance as a professional service. In the event of a catastrophic failure, it will be the Customer's responsibility to maintain a backup of all configuration files and IOS images in order to restore replacement hardware to a working state. SMS is not responsible for reconfiguring replacement hardware if the Customer does not have a backup

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13. Advance Replacement Service

Advance Replacement means shipment or delivery of a replacement Field-Replaceable Unit (FRU) before receiving the failed or defective FRU. The terms and conditions for Cisco's Advance replacement service are incorporated in the SMARTnet Service Description (11.2.1). This applies to hardware replacement under SMARTnet and NETSmart. For SMS's Advance Hardware Replacement under SMS Direct or Cisco Base, the following terms will apply.

13.1 Replacement SLAs

The time period for Advance Replacement SLAs commences with SMS's or Cisco's problem diagnosis and determination that a FRU is required. The time period Ends when the FRU is delivered onsite. For onsite services, the time period begins with SMS's or Cisco's determination that remedial onsite service is required and ends when SMS or Cisco personnel arrive onsite.

13.1.1 24x7x2: Advance Replacement parts on a two-hour response basis twenty-four (24) hours per day, seven (7) days per week, including SMS-observed holidays.

13.1.2 24x7x4: Advance Replacement parts on a four-hour response basis twenty-four (24) hours per day, seven (7) days per week, including SMS-observed holidays.

13.1.3 8x5x4: Advance Replacement parts on a four-hour response basis between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, provided that SMS's or Cisco's determination of hardware failure has been made before 1:00 p.m. Depot Time. If Customer makes a request after 1:00 p.m. Depot Time, SMS will deliver the Advance Replacement the morning of the next Business Day.

13.1.4 8x5xNext Business Day: An Advance Replacement will ship to arrive the next Business Day provided that SMS's or Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If Customer makes a request after 3:00 p.m. Depot Time, SMS will ship the Advance Replacement the next Business Day.

13.1.5 Best-Effort Service: For all Fix-it-First incidents and in the interim period between execution of the MSA and the commencement of SMS services, SMS will provide a Best Effort level of service. Best Effort provides no guaranteed time for response, repair, or onsite service. Nevertheless, SMS will exert a good faith effort to provide replacements on a Next Business Day

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basis for parts covered under SMS's Advance Replacement Service.

13.2 Sparing Lead Time

Same-day sparing requires SMS to obtain an accurate inventory of the locations and quantity of all customer FRU's. Contracted line items for devices under support do not always capture all of the Customer's sparing requirements (such as modules, daughter-cards, WICs, and GBICs to be spared). Therefore, SMS requires 30 days from the date it obtains an accurate sparing inventory (either from the customer or through an audit) before it can guarantee same day sparing.

13.2.1 Email Audit

SMS can provide sparing based on the Customer's detailed asset list. SMS Engineers can provide the customer with guidance on creating such a list and will parse the list to ensure proper sparing levels. The audit requires the Customer's timely cooperation. SMS is not responsible for SLAs that are impacted by delayed audits.

13.2.2 Onsite Audit

If SMS determines that an Email Audit is impractical due to the volume of items, SMS will conduct an onsite audit. An SMS engineer will go to the customer's site for at least one day with a discovery tool that will discover the covered devices in the network. In order to conduct an accurate sparing, the customer must provide the SMS engineer with: A detailed network map including IP address scheme, a mapping of hostnames or ip addresses to MSA Serial Numbers, a login to the cisco equipment with privilege level 7, Read-Only SNMP Community Strings in use in the network, and access to the devices via SNMP and SSH from a central site on the customer's network. Any exceptions that are discovered in this process will require a follow-up Email Audit.

13.2.3 Moves and Changes

Customer must notify SMS of any supported FRU which Customer has moved to a new location within thirty (30) days of such relocation. Please be aware that SMS can only provide best effort services for the first (30) days after receipt of Customer's notification. SMS will also need Customer to notify SMS of any modification including upgrades or changes to FRUs within thirty days to ensure accurate sparing.

13.4 Return of Defective Parts

SMS's Advance Replacement Service requires that the Customer return to SMS any defective product for which

an Advance Replacement has been made (unless instructed otherwise by the SMS engineer assigned to the incident). Returns must be received within thirty (30) days; otherwise, the Customer will be charged for the replacement item at the current Cisco list price.

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14. Contract Changes

14.1 Additions to the Contract

The Request for Quote should include the Part Number, Serial Number, Location, and Desired SLA for each device to be added to the Contract. SMS will work with the customer to determine the most cost effective method of coverage (between SMS Direct, SMARTnet, Cisco Base, NETSmart) and will provide a quote for review by the customer.

14.2 Deletions / Credits

Customer may terminate any device from coverage at any billing cycle month end by communicating the request to its account representative at least 30 days of the desired termination date.

14.2.1 SMS Direct – SMS will issue credits for any device removed from coverage. These credits can either be applied toward other SMS maintenance or may be issued as a refund check. Refund checks will only be issued after a determination that the customer's account is current and in good standing and upon verifying that the remit to: address is correct.

14.2.2 SMARTnet / Cisco Base

Any credits for service cancellation are subject to Cisco approval. Immediately upon SMS's receipt of actual funds from Cisco, Customer may elect to apply these funds to other SMS maintenance or to receive a refund check. Refund checks will only be issued after a determination that the customer's account is current and in good standing and upon verifying that the remit to: address is correct.

14.2.3 NETSmart Deletions

Items deleted from NETSmart contracts will free up weight that can be used to add assets to the NETSmart contract. There are no refundable credits for NETSmart deletions.

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15. Priority and Escalation

Terms And Conditions

The Customer must assign a severity to all problems submitted to SMS. If no severity is assigned, SMS will treat the incident as a Severity 3 Incident. If unable to contact the Customer within 1 hour, SMS will reduce a Severity 1 incident to a Severity 3. If unable to contact the Customer within 24 hours, SMS will reduce a Severity 3 incident to a Severity 4.

Severity 1 means an existing Network is down or there is a critical impact to End User's business operation. End User and SMS/Cisco both will commit full-time resources to resolve the situation.

Severity 2 means operation of an existing Network is severely degraded or significant aspects of End User's business operation are negatively impacted by unacceptable Network performance. End User and

SMS/Cisco both will commit full-time resources during Standard Business Hours to resolve the situation. Severity 3 means operational performance of the Network is impaired, although most business operations remain functional. End User and SMS/Cisco both are willing to commit resources during Standard Business Hours to restore service to satisfactory levels. Severity 4 means information is required on Application Software capabilities, installation, or configuration. There is little or no impact to End User's business operation. End User and SMS/Cisco both are willing to provide resources during Standard Business Hours to provide information or assistance as requested.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the latest date set forth below:

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

SMS Systems Maintenance Services, Inc.

By: Joseph S. Scordino
(Authorized Signature)

Name and Title: Joseph S. Scordino, President
(Type or Print)

Date: June 13, 2012
(Type or Print)

Address: 9013 Perimeter Woods Drive
Suite E
Charlotte, North Carolina 28216

Terms And Conditions

Appendix 1 – Mapping MSA Coverage Field to Terms & Conditions Service Definition

MSA Coverage Field	Verbose Description	Service Category	Ts & Cs Service Definition	Ts & Cs SLA Definition
Cisco Base + 5x9, NBD SMS Parts	Initial Call taken by SMS. Cisco TAC support 7x24. SMS Parts. 5x9, NBD.	Hybrid	11.2.2	13.1.4
Cisco Base + 5x9, 4hr SMS Parts	Initial Call taken by SMS. Cisco TAC support 7x24. SMS Parts. 5x9, 4hr.	Hybrid	11.2.2	13.1.3
Cisco Base + 7x24, 4hr SMS Parts	Initial Call taken by SMS. Cisco TAC support 7x24. SMS Parts. 7x24, 4hr.	Hybrid	11.2.2	13.1.2
Cisco Base + 7x24, 2hr SMS Parts	Initial Call taken by SMS. Cisco TAC support 7x24. SMS Parts. 7x24, 2hr.	Hybrid	11.2.2	13.1.1
Cisco Base + 5x9, NBD SMS Onsite	Initial Call taken by SMS. Cisco TAC support 7x24. SMS Parts. 5x9, NBD. SMS provides onsite installation support.	Hybrid	11.2.2	13.1.4
Cisco Base + 5x9, 4hr SMS Onsite	Initial Call taken by SMS. Cisco TAC support 7x24. SMS Parts. 5x9, 4hr. SMS provides onsite installation support.	Hybrid	11.2.2	13.1.3
Cisco Base + 7x24, 4hr SMS Onsite	Initial Call taken by SMS. Cisco TAC support 7x24. SMS Parts. 7x24, 4hr. SMS provides onsite installation support.	Hybrid	11.2.2	13.1.2
Cisco Base + 7x24, 2hr SMS Onsite	Initial Call taken by SMS. Cisco TAC support 7x24. SMS Parts. 7x24, 2hr. SMS provides onsite installation support.	Hybrid	11.2.2	13.1.1
5x9, NBD SNT + 5x9, NBD SMS Onsite	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 5x9, NBD. SMS Provides onsite installation support.	Hybrid	11.2.1	13.1.4
5x9, 4hr SNTE + 5x9, 4hr SMS Onsite	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 5x9, 4hr. SMS Provides onsite installation support.	Hybrid	11.2.1	13.1.3
7x24, 4hr SNTP + 7x24, 4hr SMS Onsite	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 7x24, 4hr. SMS Provides onsite installation support.	Hybrid	11.2.1	13.1.2
7x24, 2hr S2P + 7x24, 2hr SMS Onsite	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 7x24, 2hr. SMS Provides onsite installation support.	Hybrid	11.2.1	13.1.1
5x9, NBD NETSmart Parts	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco parts 5x9, NBD. Parts Only.	NETSmart	11.2.3	13.1.4
7x24, 4hr NETSmart Parts	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco parts 7x24, 4hr. Parts Only	NETSmart	11.2.3	13.1.2

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MSA Coverage Field	Verbose Description	Service Category	Ts & Cs Service Definition	Ts & Cs SLA Definition
5x9, NBD NETSmart Parts + 5x9, NBD SMS Onsite	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco parts 5x9, NBD. SMS provides onsite installation support.	NETSmart	11.2.3	13.1.4
7x24, 4hr NETSmart Parts + 7x24, 4hr SMS Onsite	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco parts 7x24, 4hr. SMS provides onsite installation support.	NETSmart	11.2.3	13.1.2
5x9, NBD SNT	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 5x9, NBD. Parts Only.	SMARTnet	11.2.1	13.1.4
5x9, 4hr SNTE	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 5x9, 4hr. Parts Only.	SMARTnet	11.2.1	13.1.3
7x24, 4hr SNTP	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 7x24, 4hr. Parts Only.	SMARTnet	11.2.1	13.1.2
7x24, 2hr S2P	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 7x24, 2hr. Parts Only.	SMARTnet	11.2.1	13.1.1
5x9, NBD OS	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 5x9, NBD. Cisco Provides onsite installation support	SMARTnet	11.2.1	13.1.4
5x9, 4hr OSE	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 5x9, 4hr. Cisco Provides onsite installation support	SMARTnet	11.2.1	13.1.3
7x24, 4hr OSP	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 7x24, 4hr. Cisco Provides onsite installation support	SMARTnet	11.2.1	13.1.2
7x24, 2hr PREM	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 7x24, 2hr. Cisco Provides onsite installation support	SMARTnet	11.2.1	13.1.1
Software Support SAS	Initial Call taken by SMS. Cisco TAC support 7x24. Software Update Support Includes only Minor Revisions.	SMARTnet	11.2.1	N/A
Software Support SAU	Initial Call taken by SMS. Cisco TAC support 7x24. Software Update Support Includes Major Updates.	SMARTnet	11.2.1	N/A
Software Support ESW	Initial Call taken by SMS. Cisco TAC support 7x24. No parts replacement.	SMARTnet	11.2.1	N/A
Software Support UCSS	Access to Major Software Updates - Must be accompanied by ESW contract.	SMARTnet	11.2.1	N/A
Cisco Base	Initial Call taken by SMS. Cisco TAC support 7x24. No parts replacement.	SMARTnet	11.2.1	N/A

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MSA Coverage Field	Verbose Description	Service Category	Ts & Cs Service Definition	Ts & Cs SLA Definition
5x9, NBD SU1	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 5x9, NBD Parts Only - IPS Definition Updates	SMARTnet	11.2.1	13.1.4
5x9, 4hr SU2	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 5x9, 4hr Parts Only - IPS Definition Updates	SMARTnet	11.2.1	13.1.3
7x24, 4hr SU3	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 7x24, 4hr. Parts Only - IPS Definition Updates	SMARTnet	11.2.1	13.1.2
7x24, 2h4 SU4	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 7x24, 2hr. Parts Only - IPS Definition Updates	SMARTnet	11.2.1	13.1.1
5x9, NBD SUO1	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 5x9, NBD. Cisco Provides onsite installation support - IPS Definition Updates	SMARTnet	11.2.1	13.1.4
5x9, 4hr SUO2	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 5x9, 4hr. Cisco Provides onsite installation support - IPS Definition Updates	SMARTnet	11.2.1	13.1.3
7x24, 4hr SUO3	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 7x24, 4hr. Cisco Provides onsite installation support - IPS Definition Updates	SMARTnet	11.2.1	13.1.2
7x24, 2hr SUO4	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 7x24, 2hr. Cisco Provides onsite installation support - IPS Definition Updates	SMARTnet	11.2.1	13.1.1
5x9, NBD SMBS	Initial Call taken by SMS. Cisco SMB TAC support 5x9. Cisco Parts 5x9, NBD. Parts Only.	SMARTnet	11.2.1	13.1.4
UCS Support, 5x9, 4hr UCS1	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 5x9, NBD. Parts Only - Unified Computing Support	SMARTnet	11.2.1	13.1.4
UCS Support 5x9, 4hr UCS2	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 5x9, 4 hr. Parts Only - Unified Computing Support	SMARTnet	11.2.1	13.1.3

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MSA Coverage Field	Verbose Description	Service Category	Ts & Cs Service Definition	Ts & Cs SLA Definition
UCS Support 7x24, 4hr UCS3	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 7x24, 4hr. Parts Only - Unified Computing Support	SMARTnet	11.2.1	13.1.2
UCS Support 7x24, 2hr UCS4	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 7x24, 2 hr. Parts Only - Unified Computing Support	SMARTnet	11.2.1	13.1.1
UCS Support 5x9, NBD UCS5	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 5x9, NBD. Cisco Provides onsite installation support. Unified Computing Support	SMARTnet	11.2.1	13.1.4
UCS Support 5x9, 4hr UCS6	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 5x9, 4 hr. Cisco Provides onsite installation support. Unified Computing Support	SMARTnet	11.2.1	13.1.3
UCS Support 7x24, 4hr UCS7	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 7x24, 4hr. Cisco Provides onsite installation support. Unified Computing Support	SMARTnet	11.2.1	13.1.2
UCS Support 7x24, 2hr UCS8	Initial Call taken by SMS. Cisco TAC support 7x24. Cisco Parts 7x24, 2 hr. Cisco Provides onsite installation support. Unified Computing Support	SMARTnet	11.2.1	13.1.1
5x9, NBD Parts	Initial call taken by SMS. SMS TAC support 7x24. 5x9, NBD. Parts Only.	SMS Direct	11.1	13.1.4
5x9, 4hr Parts	Initial call taken by SMS. SMS TAC support 7x24. 5x9, 4hr. Parts Only.	SMS Direct	11.1	13.1.3
7x24, 4hr Parts	Initial call taken by SMS. SMS TAC support 7x24. 7x24, 4hr. Parts Only.	SMS Direct	11.1	13.1.2
7x24, 2hr Parts	Initial call taken by SMS. SMS TAC support 7x24. 7x24, 2hr. Parts Only.	SMS Direct	11.1	13.1.1
5x9, NBD Onsite	Initial call taken by SMS. SMS TAC support 7x24. 5x9, NBD. SMS provides onsite installation support.	SMS Direct	11.1	13.1.4
5x9, 4hr Onsite	Initial call taken by SMS. SMS TAC support 7x24. 5x9, 4hr. SMS provides onsite installation support.	SMS Direct	11.1	13.1.3

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MSA Coverage Field	Verbose Description	Service Category	Ts & Cs Service Definition	Ts & Cs SLA Definition
7x24, 4hr Onsite	Initial call taken by SMS. SMS TAC support 7x24. 7x24, 4hr. SMS provides onsite installation support.	SMS Direct	11.1	13.1.2
7x24, 2hr Onsite	Initial call taken by SMS. SMS TAC support 7x24. 7x24, 2hr. SMS provides onsite installation support.	SMS Direct	11.1	13.1.1

City of Wichita
City Council Meeting
June 26, 2012

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments (District I, II, III, IV and VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessment and ordinance.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the lot cleanup costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

Goal Impact: Nuisance abatement activities support the goal of Core Area and Vibrant Neighborhoods by cleaning properties that are detrimental to Wichita neighborhoods.

Legal Considerations: The ordinance has been reviewed and approved by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessment and place the ordinance on first reading.

Attachments: Property List for Special Assessment and ordinance.

Tax Key #	PIN #	Address / Location	Cost	District #
C 05673	141980	402 S Erie	\$584.40	1
D 04883	204739	1907 S Hiram	\$975.73	4
A 06075	106309	1109 S Market	\$764.49	1
D 55747	499527	3827 S Flora	\$923.02	4
C 29928	175290	3194 S Rutan	\$1,628.74	3
A 10473-0001	111261	2520 N Salina	\$755.65	6
C 20216	165808	1621 N Kenmar (vacant Lot N of 1615 N Kenmar)	\$630.05	1
C 02726-0001	138686	1140 Grove Ave	\$502.80	1
C 12600	158305	1716 E 23rd St N	\$716.35	1
C 02505-000B	138369	2524 E Mossman Ave	\$595.95	1
C 20877	166292	2911 E 24th St N	\$609.30	1
C 16083	161645	2229 E 20th	\$557.50	1
D 04021	203728	147 N Sedgwick	\$782.01	6
C 29674	175035	2948 S Clifton	\$637.45	3
C 12642	158347	1822 E 22nd	\$804.16	3
C 20966	166381	2547 E Raleigh	\$716.76	1
C 02605	138501	525 N Green	\$561.40	1
B 01541	120115	1611 N Topeka	\$830.44	1
C 15830	161391	1501 N Fountain	\$648.20	1
C 12274-00A1	157876	753 S Pershing	\$545.00	3
A 13335	113326	3001 N Mascot Ave	\$645.00	6
C 19318-0001	164983	5002 E 9th St N	\$562.00	1
D 08926	209955	1319 S Gordon Ave	\$459.25	4
D 02045-0001	201054	724 W Dayton Ave	\$818.72	4
D-08781-00AA	209747	4502 W Douglas Ave	\$550.80	4
D-12653	213845	1780 S Seneca Ct	\$639.70	4
C 29211	174558	3345 E Roseberry (vacant Lot 3373 E Roseberry Ct	\$806.00	3
C 00345	135204	437 N Grove	\$814.86	1
C 00491	135429	212 N Madison (vacant Lot N of 206 N Madison)	\$463.80	1
D 00737	199423	712 S Martinson	\$3,125.34	4
C 13703	159436	823 N Piatt	\$841.33	1
C 01374-0004	136771	1407 N Piatt	\$958.70	1
D 04053	203763	136 S Meridian Ave	\$1,236.15	4
B 10641	130888	2887 S Ida Ave	\$721.00	3
B 02247	120905	402 N Washington	\$1,884.56	1
C 02841	138824	1227 N Estelle (vacant Lot S of 1233 N Estelle)	\$727.21	1
D 54121	484906	434 W 57th St S	\$2,539.18	4
B 07054	126611	636 S Ellis	\$1,057.34	1

B 07222	126793	627 S Laura	\$758.20	1
C 23360	168914	2176 S Terrace	\$595.96	3
C 06910	151315	807 S Rutan	\$645.00	3
C 20809	166224	2535 N Chautauqua	\$814.36	1
A 02185	101588	1914 N Park Place	\$724.83	6
B 02285	120943	1016 E 3rd	\$669.73	1
C 26336	171765	1808 S Drollinger	\$586.13	3
B 07293	126869	747 S Greenwood	\$608.20	1
C 00755	135804	1017 N Grove	\$670.20	1
D 03562	203153	2909 W Maple	\$731.80	4
D 02774	201940	1756 S Sedgwick	\$709.17	4
D 14436	215613	2722 S Magnolia Ave	\$628.91	4
B 08287	127973	1710 S Greenwood Ave	\$905.70	1
C 35505	180347	2200 E 53rd St S	\$646.16	1
C 16532	162249	2139 E Shadybrook Ln	\$574.40	1
C 16095	161657	2308 E Shadybrook Ln	\$573.20	1
C 20912	166327	2709 E 24th St N	\$520.00	1
C-41079-0001	187037	2444 S Capri	\$526.00	2
D 31297	232698	2450 S Yellowstone	\$524.80	4
A 07980	108521	917 N Faulkner	\$473.80	6
C 29156	174503	2608 S Vassar Ct (vacant Lot E of 3501 Munger)	\$608.37	3
C 05210	141497	129 S Estelle Ave	\$1,887.88	1
C 00265	135016	332 N Ash St	\$941.30	1
C 03240	139289	1617 N Chautauqua Ave	\$925.00	1
C 03616-0001	139742	2712 E 15th St N	\$445.00	1
C 27267	172715	2626 N Erie Ave	\$705.00	1
C 04752	141014	1913 N Erie Ave	\$572.60	1
C 09996-001A	154726	1742 N Poplar	\$715.67	1
A 03285	102825	2631 N Wellington	\$796.20	6
C 04752-0001	141015	1907 N Erie	\$773.50	1
C 23643	169180	2049 S Bluff	\$574.64	3
C 00327-0001	135165	301 N Spruce	\$507.54	1
C 01146-0001	136344	1504 N Ash Ave	\$730.32	1
C 29169	174516	3537 E Munger (vacant Lot E of 3531 E Munger)	\$985.10	3
C 02891	138879	1233 N Volutsia(vacant Lot N of 1223 N Volutsia)	\$639.36	1
B 10163	130402	2522 S Victoria	\$474.00	3
C 00147	134695	429 N Piatt	\$588.56	3
D 06814-0015	207668	440 S Knight St	\$504.40	4
C 16773	162470	1727 N Bluff Ave	\$812.48	1
D 03373	202789	710 S Glenn Ave	\$1014.24	4
C 02163	137962	123 N Chautauqua Ave	\$853.36	1
B 07091	126649	542 S Lulu (vacant Lot S of 538 S Lulu)	\$1092.99	1

Published in the Wichita Eagle on **July 6, 2012**

ORDINANCE NO. _____.

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOTS 149-151 MARKET ST. LEE'S ADD.	764.49
LOT 9 BLOCK A COMMUNITY ADD.	755.65
LOTS 10-12 TOPEKA AVE. FORD'S ADD.	830.44
W 52 FT E 54 FT S 1/2 LOT 7 FRISCO NOW 9TH. ST. MOSSMAN'S ADD.	595.95
N 20 FT LOT 9-ALL LOT 11 ALICE NOW GREEN ST. MOSSMAN'S 2ND. ADD.	561.40
LOTS 104-106 TYLER NOW GROVE FAIRMOUNT PARK ADD.	502.80
LOTS 44-46 & 1/2 VAC ALLEY ADJ ON EBLOCK 6 HARRIS & HOFFELDS SUB.	584.40
LOT 3 BLOCK A MILLAIR ADD.	716.35
LOT 14 BLOCK D MILLAIR ADD.	804.16
LOT 6 BLOCK 3 BUILDERS 1ST. ADD.	557.50

LOT 17 BLOCK 3 KEN-MAR ADD.	630.05
LOT 1 BLOCK N AUDREY MATLOCK HEIGHTS 1ST. ADD.	609.30
LOT 20 BLOCK Q AUDREY MATLOCK HEIGHTS 1ST. ADD.	716.76
LOT 10 BLOCK F PLANEVIEW SUB. NO. 2	637.45
LOT 62 BLOCK J PLANEVIEW SUB. NO. 2	1,628.74
N 45 FT LOT 3 BLOCK 1 MERIDIAN PARK ADD.	782.01
LOTS 7-9 BLOCK 13 WHITLOCK'S REPLAT	975.73
LOT 12 BLOCK B SKYLINE HEIGHTS ADD.	923.02
LOTS 1-3-5 & 1/2 VAC ALLEY ON W BLOCK 6 COLES, EC & LR ADD TO CAREY PARK	645.00
LOTS 89-91 BELLEVIEW AVE BLUE GRASS SUB	545.00
LOT 6 BLOCK P UNIVERSITY PARK ADD.	648.20
W 29 FT LOT 2-ALL LOT 3 BLOCK B LEVITT'S ADD.	562.00
LOTS 101-103 DAYTON AVE GLENDALE ADD.	818.72
LOTS 109-111 GORDON AVE RICHMONDS 3RD. ADD.	459.25
LOTS 21-22 & 20 FT VAC ST ADJ ON S DOUGLAS AVE SABINS SUB IN PARKWILDE ADD.	550.80
LOTS 3-5 EXC CANAL WATER ST. GARDNERS ADD	796.20
LOT 11 HOWARD L HAMMOND'S ADD	473.80
LOTS 45-47 & 1/2 VAC HYDRAULIC AVE ADJ ON E STRONG'S SUB. BLK 6 SCHWEITER'S 2ND. ADD.	905.70
LOT 28 BLOCK 8 SCHRADER BROS. 3RD. ADD.	721.00
LOT 9 HARTFORD SUB. OF BUTLER & FISHER'S ADD.	941.30

LOTS 14-15 ROACH'S SUB.	814.86
LOT 19 LOCUST NOW MADISON AVE. PARK PLACE ADD.	463.80
LOTS 87-89 BLOCK 8 OHIO ADD.	958.70
LOTS 13-15 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	925.00
E 67 1/4 FT LOTS 10-12 ESTELLE AVE. FAIRMOUNT ORCHARDS ADD.	445.00
LOTS 38-40 BLOCK 1 COLLEGE TERRACE ADD.	572.60
LOTS 42-44 BLOCK 1 COLLEGE TERRACE ADD.	773.50
LOTS 17-19 PECKHAM & LILLY'S SUB.	1,887.88
LOTS 12-14 WALTER MORRIS & SONS 4TH ADD.	715.67
LOT 16 PIATT AVE. CONINE ADD.	841.33
LOT 18 BLOCK 3 BUILDERS FIRST ADD.	573.20
LOT 3 BLOCK 3 BUILDERS 2ND. ADD.	574.40
LOT 2 & W 1.5 FT LOT 3 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	520.00
LOT 8 BLOCK 3 FISHER'S, E A ADD	705.00
LOT 16 BLOCK I PLANEVIEW SUB. NO. 1	608.37
LOT 27 BLOCK J PLANEVIEW SUB. NO. 1	806.00
LOT 5 BLOCK L MONA KAY MATLOCK ADD.	646.16
BEG NW COR LOT 5 S 37.18 FT E 113.5FT N 36.71 FT TO NE COR W 113.5 FT TO BEG BLOCK 2 OAK KNOLL ADD.	526.00
LOTS 74-76 MARTINSON AVE. LAWRENCE'S 7TH. ADD.	3,125.34
LOT 12 BLOCK 2 MERIDIAN PARK ADD.	1,236.15

LOT 17 FULGROAT ADD.	639.70
LOT 4 BLOCK 4 REPLAT SUNSET MANOR	628.91
LOT 2 BLOCK 4 THE PARK ADD.	524.80
LOTS 13-15 BLOCK 6 FAIRVIEW ADD.	724.83
LOT 49 EXC W 9 FT FOR ST CC A-55020 WASHINGTON AVE. MATHEWSON'S 2ND. ADD.	1,884.56
W 50 FT LOT 50 WABASH AVE. MATHEWSON'S 2ND. ADD.	669.73
LOTS 56-58-60 ELLIS AVE. NEW YORK 2ND. ADD.	1,057.34
LOTS 34-36 LAURA AVE. WOLLMAN'S ADD.	758.20
LOTS 33-34 KING'S ADD.	608.20
LOTS 13-15 & S 3 FT LOT 17 GROVE AVE. WARE'S SUB.	670.20
LOTS 73-75 ESTELLE AVE. FAIRMOUNT PARK ADD.	727.21
LOTS 149-151 PARK NOW RUTAN INDIANA SUB.	645.00
LOT 6 BLOCK J AUDREY MATLOCK HEIGHTS 1ST. ADD.	814.36
LOT 40 TERRACE DR. EDGETOWN PARK ADD.	595.96
LOT 2 BUILDERS 6TH. ADD.	586.13
LOTS 45-47 BLOCK G SOUTH UNIVERSITY PLACE ADD.	709.17
ALL LOT 5 & E1/2 LOT 7 MAPLE ST STEWART'S SUB. OF RES A	731.80
LOT 1 BLOCK 1 CHAMBERLAIN'S 2ND. SUB. IN VANDALE	2,539.18
LOT 5 BLOCK B FRANCIS HARVEY ADD.	474.00
LOTS 19-21 BUTLER & FISHER'S 2ND. ADD.	588.56

PT LOTS 22-24 BEG 32 FT E NW COR LOT 22 E 20 FT S 36 FT SELY 11.15 FT TO PT 4 FT N & 77 FT W SE COR LOT 22 E 77 FT S TO N LI 2ND. ST. W 87 FT N TO PT 46 FT S OF N LI LOT 22 W 15 FT N 46 FT TO BEG BUSCH'S SUB	507.54
LOTS 136-138-140 SHORT NOW ASH ST. LOGAN ADD.	730.32
LOTS 73-75 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	639.36
S 90 FT LOTS 4-5 EXC E 5 FT LOT 4 FOR ST BLOCK C MT. VERNON HEIGHTS ADD.	574.64
LOT 29 BLOCK I PLANEVIEW SUB. NO. 1	985.10
LOTS 27-28 KELLOGG ST. ADD.	1,092.99
LOTS 21-22 CHAUTAUQUA AVE. OLIVER'S SUB BLK 7 CHAUTAUQUA ADD.	853.36
LOT 15 BLOCK A UNIVERSITY PARK 2ND. ADD.	812.48
N1/2 LOT 15 EXC N 2 FT GLENN AVE LAWNFIELD ADD.	1,014.24
LOT 6 BLOCK 7 EUREKA GARDENS ADD.	504.40

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **3rd day of July, 2012.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
June 26, 2012**

TO: Mayor and City Council

SUBJECT: Airport and Transit Departments migration from DataStream to Lucity for asset management.

INITIATED BY: Airport, Transit and Information Technology (IT) Departments

AGENDA: Consent

Recommendation: Approve the funding for the project.

Background: Since 2003, DataStream software has been in use for asset management at Transit department. The software has provided fair service but functional and capabilities issues exist. Three departments split the cost of the implementation and maintenance based on a percentage of use with Airport department paying 13.6%, Transit department paying 10.4% and Fleet & Facilities division paying 76% of the total cost. There were issues with system integration and functional use of the software within Airport and Transit departments.

George Butler and Associates (GBA) Master Series Water and Sewer asset management software was originally purchased by Water & Sewer Utilities department and implemented by GBA in 1996. In 1999, the Public Works department purchased GBA Master Series for Pavement Management and Traffic and Storm Water Maintenance. The GBA asset management system has been in use for these purposes for over a decade.

In 2010-2011, Park & Recreation department purchased and implemented GBA Master Series as an asset management tool. In early 2011, GBA Master Series did a complete re-branding of its company and became Lucity. After gap analysis and system review, in early 2011, Transit and Airport departments decided to migrate from DataStream to Lucity for asset management. After review and comparison it was determined by each department that Lucity provided a more functional and more cost effective platform in relation to its asset management needs. For the organization, consolidation provides one common software platform for asset management. These two new implementations fall under the existing contracts with Lucity.

Analysis: Return on investment, product demonstrations and gap analysis of a migration to Lucity from DataStream were conducted by the Information Technology department, Airport and Transit department staff. The determination was made to consolidate all asset management systems onto the Lucity platform. The results of this consolidation include lowering costs for all departments using the system, an increase in usability and functionality and the ability for the Information Technology department to assign two analysts to a common system to increase support and availability.

The expected return on investment for the Airport department project is 1.65 years based on a \$24,192 annual Data Stream maintenance cost, a \$33,000 implementation fee and Lucity maintenance fees of \$5,500.

The expected return on investment for the Transit department project is 4.6 years based on a \$19,656 annual Data Stream maintenance cost, a \$53,800 implementation fee and Lucity maintenance fees of \$8,700.

The ability for Information Technology to provide more effective support will begin once implementation is complete.

Financial Considerations: The migration from DataStream to Lucity for Airport will cost \$ 33,000. This cost includes the first year of maintenance for the system and all software modules necessary to replace the functionality of DataStream. The funding for implementation is budgeted with existing Airport funds. After less than two years, reduced maintenance fees of \$5,500 will return on-going annual savings of \$18,193 for the Airport department

System Cost:

• Software:	\$ 27,500	one-time cost
• Maintenance	\$ 5,500	annual cost
• Total Project cost	\$ 33,000	

The migration from DataStream to Lucity for Transit will cost \$53,800. This cost includes the first year of maintenance for the system and all software modules necessary to replace the functionality of DataStream. The funding for implementation will come from allocated grant sources for Transit operations. After over four years, reduced fees of \$8,700 will return on-going annual savings of \$10,956 for the Transit department.

Transit System Cost:

• Software:	\$43,500	one-time cost
• Hardware	\$ 1,600	on-time cost - PDA
• Maintenance	\$ 8,700	annual cost
• Total Project cost	\$53,800	

Goal Impact: This project will protect Public Infrastructure; create more Effective and Efficient use of staff resources.

Legal Considerations: The contract has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the funding for the Transit and Airport migrations from DataStream to Lucity for asset management.

Attachments: Lucity Quotation_6-11-12; Lucity Airport Formal Quote 041212-84776



Lucity, Inc.
10561 Barkley Street, Suite 500
Overland Park, KS 66212
Phone # 913-341-3105

Quotation

Prepared For
City of Wichita Kevin Coons 455 N. Main, Ste 802 Wichita, KS 67202 KCoons@wichita.gov

Date	4/12/2012
Quote #	84776

Project			
Description	Qty	Rate	Total
Work Administrator	2	3,000.00	6,000.00
Work Orders	4	1,500.00	6,000.00
Inventory Control	2	2,000.00	4,000.00
Facilities Bundle (includes Facility & Equip)	2	4,000.00	8,000.00
Fleet	1	3,000.00	3,000.00
Additional Client	1	500.00	500.00
Constant Connection Program	1	5,500.00	5,500.00
NOTES: - Does not include product training or data conversion PURCHASE TERMS: 1. Above quoted prices are good for sixty (60) days from date of quote. 2. Above prices are in U.S. dollars. Sales tax is an estimate only at this time. 3. License fees for any Lucity GIS solutions do not include ESRI software. 4. Invoice terms are net due upon receipt. Finance charges at the maximum allowable rate will be incurred 30 days from invoice date. 5. Shipping and handling is included. 6. Solutions that are priced "per device" do not include the cost of the device or any further software that may be required to run the Lucity program. Total sales tax calculated by AvaTax			
		0.00	0.00
Total			\$33,000.00



Lucity, Inc.
10561 Barkley Street, Suite 500
Overland Park, KS 66212
Phone # 913-341-3105

Quotation

Prepared For
City of Wichita 455 N. Main, Ste 802 Wichita, KS 67202 KCoons@wichita.gov

Date	6/11/2012
Quote #	84854

Project			
Description	Qty	Rate	Total
Work Administrator	2	3,000.00	6,000.00
Work Orders	5	1,500.00	7,500.00
Facilities Bundle (includes Facility & Equip)	2	4,000.00	8,000.00
Fleet	3	3,000.00	9,000.00
Traffic Analysis (includes Traffic Volumes & Accidents)	2	3,000.00	6,000.00
Inventory Control	2	2,000.00	4,000.00
Mobile PDA Barcoding	2	500.00	1,000.00
Fleet Fueling	1	1,500.00	1,500.00
Additional Client	1	500.00	500.00
Constant Connection Program	1	8,700.00	8,700.00
NOTES: - Does not include product training or data conversion PURCHASE TERMS: 1. Above quoted prices are good for sixty (60) days from date of quote. 2. Above prices are in U.S. dollars. Sales tax is an estimate only at this time. 3. License fees for any Lucity GIS solutions do not include ESRI software. 4. Invoice terms are net due upon receipt. Finance charges at the maximum allowable rate will be incurred 30 days from invoice date. 5. Shipping and handling is included. 6. Solutions that are priced "per device" do not include the cost of the device or any further software that may be required to run the Lucity program. Total sales tax calculated by AvaTax			
		0.00	0.00
Total			\$52,200.00

City of Wichita
City Council Meeting
June 26, 2012

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Electrical Equipment and Cabling, Package 25
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of General Obligation bonds for long term financing.

Analysis: On June 5, 2012, the City Council, sitting as the Wichita Airport Authority, took action on a request to initiate a capital budget for improvements to the Airport-owned electrical distribution system. It is appropriate to make notice of the intent to use debt financing for this project with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by the City Council.

Financial Considerations: The initiated budget is \$500,000 which represents the maximum cost that will be financed with General Obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

Goal Impact: The Airport's contribution to the Economic Vitality and Quality of Life of Wichita is leveraged through the use of financing for capital projects.

Legal Considerations: The Law Department has approved the authorizing resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the resolution and authorize the necessary signatures.

Attachments: Authorizing resolution.

RESOLUTION NO. 12-169

A RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport; and,

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements, specifically,

Electrical Equipment and Cabling, Package 25

to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the "Project").

SECTION 2. That the cost of the above described Project is estimated to be Five Hundred Thousand Dollars (\$500,000), exclusive of the cost of interest on borrowed money, to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed \$500,000.

SECTION 3. That to the extent the Project is a capital improvement, the above described Project shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

OCA = 500496; UC1 = 1015

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once each week for two consecutive weeks in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, June 26, 2012.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Second Reading Ordinances for June 26, 2012 (first read on June 19, 2012)

- A. ZON2012-00014 – City zone change request from GO General Office, subject to Protective Overlay #134 (“PO-#134”) to LC Limited Commercial (“LC”), subject to amended PO#134 on property located at the southeast corner of East Central Avenue and North Vassar Avenue.**

ORDINANCE NO. 49-291

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

- B. Ordinance amendments relating to Driving Under the Influence, Sections 11.38.150 and 11.38.155 of the Code of the City of Wichita, Driving on a Suspended License, Section 11.42.030 and creating Section 11.38.140 of the Code of the City of Wichita regarding Refusal to Submit to Alcohol Testing.**

ORDINANCE NO. 49-292

An ordinance amending sections 11.38.150 and 11.38.155 of the Code of the City of Wichita, Kansas, pertaining driving under the influence of alcohol

ORDINANCE NO. 49-293

An ordinance amending section 11.42.030 of the code of the city of Wichita, Kansas, pertaining to driving while license suspended, canceled or revoked and repealing the originals of said section.

ORDINANCE NO. 49-294

An ordinance creating section 11.38.140 of the code of the city of Wichita, Kansas, pertaining to refusal of alcohol testing.

- C. Ordinance amendments to Title 4 of the Code of the City of Wichita pertaining to alcoholic liquor and cereal malt beverages.**

ORDINANCE NO. 49-295

An ordinance amending Sections 4.04.010, 4.04.040, 4.04.060, 4.12.110, 4.16.070, and 4.16.155 of the Code of the City of Wichita, Kansas, pertaining to alcoholic liquor and cereal malt beverages and repealing the originals of said sections.

City of Wichita
City Council Meeting
June 26, 2012

TO: Mayor and City Council

SUBJECT: ZON2012-00011 – City zone change from SF-5 Single-family Residential ("SF-5") to GO General Office ("GO") for a medical clinic at Dodge Elementary School, generally located west of Anna and south of 2nd Street (4801 West 2nd Street North). (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve with a Protective Overlay, (11-0)

DAB IV Recommendation: Approve with a Protective Overlay, (non-quorum 5-0 vote)

MAPD Staff Recommendation: Approve with a Protective Overlay



Background: The applicant requests a zone change from SF-5 Single-family Residential (“SF-5”) to GO General Office (“GO”) on 39,204 square feet consisting of the most-southerly 110 feet of Lot 1, Block A, Dodge Elementary Addition to Wichita, Sedgwick County, Kansas. The subject site is located north of the intersection of North Bebe Street and West 1st Street North. The applicant proposes to develop the property with a medical facility in association with Dodge Elementary School. There is currently no development on the site other than the elementary school, which is located just north of the subject site.

The medical facility will be opened year round and will serve Dodge Elementary School students, faculty and the surrounding neighborhood. Any development on the subject site will be required to meet screening, building setback and height, dumpster location, landscaping and all other requirements of the unified Zoning Code.

Property north of the site is zoned SF-5 Single-family Residential (“SF-5”) and B Multi-family Residential (“B”), and is currently developed with an elementary school. Property south, east and west of the subject site is zoned SF-5, and is currently developed with single-family residences.

Analysis: At the Metropolitan Area Planning Commission (MAPC) meeting held April 20, 2012, the MAPC voted (11-0) to recommend approval of the request. The case was approved by consent. There were not any or citizens present to speak for or against the case.

On May 7, 2012, the District Advisory Board (DAB) IV heard the rezone request. DAB members commented on concerns ranging from parking, site configuration and hours of operation. The planner explained to the board that those issues were not directly related to the zone case and the rezone could be approved while those issues are resolved through the plans review and building permit process. The DAB wanted answers to its concerns and voted (7-0-1) to defer action until the next month’s (June 4th) DAB meeting.

On June 4th, 2012, DAB IV reheard the rezone request. DAB members commented that the school district and people from Grace Medical had met with its Neighborhood Association and they were able to work out the majority of the issues related to the rezone request. The major concerns expressed at the previous DAB meeting had been resolved at the Neighborhood Association’s meeting. However, the DAB was without a quorum and no formal action could be taken. The DAB members present did voice their unanimous support to recommend approval for the zone change request.

Staff did not receive any protests during the subsequent two-week protest period following the MAPC meeting.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Goal Impact: The application will promote Economic Vitality.

Legal Considerations: The Law Department has reviewed and approved the ordinance.

Recommendation: Adopt the findings of the MAPC and approve the zone change request with Protective Overlay #268, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

Attachments: Ordinance, MAPC minutes and DAB Memos.

(150004) Published in The Wichita Eagle on July 6, 2012

ORDINANCE NO. 49-298

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2012-00011

Zone change request from SF-5 Single-family Residential ("SF-5") to GO General Office ("GO") subject to Protective Overlay #268, on property described as:

The southerly most 110 feet of lot 1, Block A, Dodge Elementary Addition to Wichita, Sedgwick County, Kansas. Generally located west of Anna and south of 2nd Street (4801 West 2nd Street North).

SUBJECT TO THE FOLLOWING PROTECTIVE OVERLAY RESTRICTIONS:

1. Permitted uses are those permitted by right in the SF-5 Single-family Residential ("SF-5") zone district plus "medical service," as allowed in the GO General Office ("GO") district.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 3rd day of July, 2012.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

EXCERPT MINUTES OF THE APRIL 19, 2012 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

1. **Case No.: ZON2012-11** – USD 259, c/o Shane Shumacher (Owner/Applicant) and Baughman Company, P.A., c/o Russ Ewy (Agent) request a City zone change from SF-5 Single-family Residential to GO General Office on property described as:

The southerly most 110 feet of lot 1, Block A, Dodge Elementary Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant requests a zone change from SF-5 Single-family Residential (“SF-5”) to GO General Office (“GO”) on 39,204 square feet consisting of the most-southerly 110 feet of Lot 1, Block A, Dodge Elementary Addition to Wichita, Sedgwick County, Kansas. The subject site is located north of the intersection of North Bebe Street and West 1st Street North. The applicant proposes to develop the property with a medical facility in association with Dodge Elementary School. There is currently no development on the site other than the elementary school, which is located just north of the subject site.

The medical facility will be opened year round and will serve Dodge Elementary School students, faculty and the surrounding neighborhood. Any development on the subject site will be required to meet screening, building setback and height, dumpster location, landscaping and all other requirements of the unified Zoning Code.

Property north of the site is zoned SF-5 Single-family Residential (“SF-5”) and B Multi-family Residential (“B”), and is currently developed with an elementary school. Property south, east and west of the subject site is zoned SF-5, and is currently developed with single-family residences.

CASE HISTORY: The site is described as Lot 1, Block A, Dodge Elementary Addition to Wichita, Sedgwick County, Kansas to Wichita, Sedgwick County, Kansas, which was recorded with the Register of Deeds March 18, 2010.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5 and B	Elementary School
SOUTH:	SF-5	Single-family Residences
EAST:	SF-5	Single-family Residences
WEST:	SF-5	Single-family Residences

PUBLIC SERVICES: North Bebe Street and West 1st Street North are both paved, two-lane urban collectors with no traffic counts. Municipal water and sewer does serve the subject area.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for “Urban Residential” use. Urban Residential is a category that encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes: single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly (assisted living, congregate care and nursing homes). Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. On the northern portion of the lot where the elementary school is located, the Functional Land use Guide identifies the area as appropriate for “Major Institutional” uses. Major Institutional is a

category that includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request for the GO General Office (“GO”) zoning be **APPROVED** subject to the following Protective Overlay:

1. Permitted uses are those permitted by right in the SF-5 Single-family Residential (“SF-5”) zone district plus “medical service,” as allowed in the GO General Office (“GO”) district.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Property north of the site is zoned SF-5 Single-family Residential (“SF-5”) and B Multi-family Residential (“B”), and is currently developed with an elementary school. Property south, east and west of the subject site is zoned SF-5, and is currently developed with single-family residences.
2. The suitability of the subject property for the uses to which it has been restricted: The subject site is zoned SF-5 Single-Family Residential, and is currently undeveloped. The property could continue to be used as zoned. Development of more single-family residences on the property would be confined to the remaining approximately 0.9 acre fronting West 1st Street North. The institutional use (elementary school) to the north has decreased the site’s value for possible single-family residential development.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The screening, lighting, and compatibility standards of the Unified Zoning Code and the landscaped street yard, and buffer requirements of the Landscape Ordinance will limit any possible noise, lighting, and other activity from the remaining single-family residences nearby.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial could possibly cause the applicant a relative economic loss and the school and neighborhood the possibility of an extra health care option. Approval could introduce medical facility into the neighborhood on vacant property and increase the health care options for the school and neighborhood.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for “Urban Residential” use. Urban Residential is a category that encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes: single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly (assisted living, congregate care and nursing homes). Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. On the northern portion of the lot where the elementary school is located, the Functional Land use Guide identifies the area as appropriate for “Major Institutional” uses. Major Institutional is a category that includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities.

6. Length of time the property has remained vacant as currently zoned: The property was platted for the existing elementary school in 2010 and the remaining portion of the property that is the subject site for this rezone request is currently undeveloped.
7. Impact of the proposed development on community facilities: Approval of the request should not have a negative impact on community facilities; especially since all sewer and water lines are in place and roads have already been constructed.

DERRICK SLOCUM, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, **DENNIS** seconded the motion, and it carried (11-0).



INTEROFFICE MEMORANDUM

TO: Wichita City Council
MAPC Members

FROM: Kelli Geier, Neighborhood Assistant, District IV

SUBJECT: ZON2012-00011

DATE: June 6, 2012

On Monday, May 7, 2012, the *District Advisory Board (DAB) for Council District 4* considered this request for zone change from SF 5 Single family Residential ("SF 5") to GO General Office ("GO") for a medical clinic at Dodge Elementary School, generally located west of Anna and south of 2nd Street (4801 West 2nd Street North).

Bill Longnecker was present for City staff and answered the following questions.

Blick stated that he would have to abstain from this vote, since his wife works for the applicant.

Warren asked if City staff has seen a final site plan for this request. He stated that he has concerns regarding adequate parking in this area. **Longnecker** replied that the applicant will have to meet all parking requirements as stated in City code and that the medical clinic will be treated as a separate entity, so there will have to be parking in close proximity to the site which will have to be addressed during the platting process.

Bailey asked what amount of parking would be required for this site. **Longnecker** said that parking would be addressed per City code. **Bailey** also asked that the hours of the medical clinic would be. **Longnecker** replied Monday – Friday, 8:00 a.m. – 5:00 p.m.

Goolsby asked if the clinic will be adjoined to the school. **Longnecker** responded that the clinic will be part of the school. **Goolsby** also commented that the applicant needs to be required to provide additional parking on 1st Street and the school being closed during the summer needs to also be taken into consideration.

DAB members voted that this item be deferred until next month until more information can be collected and provided to the Board. Motion passed 7-0-1.

Please review this information when this request is considered.



INTEROFFICE MEMORANDUM

TO: Wichita City Council
MAPC Members

FROM: Kelli Geier, Neighborhood Assistant, District IV

SUBJECT: ZON2012-00011

DATE: June 6, 2012

On Monday, June 4, 2012, the *District Advisory Board (DAB) for Council District 4* reconsidered this request for zone change from SF 5 Single family Residential ("SF 5") to GO General Office ("GO") for a medical clinic at Dodge Elementary School, generally located west of Anna and south of 2nd Street (4801 West 2nd Street North). The item was deferred from the previous meeting so that more information could be gathered to provide to the Board.

Derrick Slocum was present for City staff; as well as, the architectural firm and USD 259 representatives, and answered the following questions.

Warren stated that all parties met with neighborhood residents where questions and concerns (mainly regarding parking) were expressed and addressed.

Bailey asked how many handicapped parking spaces will be available. It was stated that there will be two (2) handicapped spaces, approximately five (5) staff parking spaces and twenty (20) public parking spaces. The Board was encouraged to go to any or all of the other three (3) sites (Cloud Elementary, Gardener Elementary and Gordon Parks Elementary) where this similar operation already exists to observe parking and operation.

Gabel asked why the clinic was put at a school. The response is that the grant received for this project was school-based, but will be open year-round. **Gabel** also asked if Grace Med is a for profit clinic. The question was answered that Grace Med is a non-profit clinic.

Bailey asked if the clinic could be expanded on both sides if needed in the future. The response was that yes it could expand if needed and that dental services will also be provided at this site. **Bailey** also asked if the clinic will be attached to the school. The answer is that currently it will not be attached to the school, but it is designed so that someday it could be. This is why a zone request change is needed because it is a clinic and will require separate water and sewer systems. **Bailey** also asked if no parking signs could be placed on the street if parking becomes an issue. It was said that there will be another meeting held in August to discuss these scenarios and find solutions to resolve them.

DAB members present voiced their opinion unanimously to recommend approval of the zone change request. No formal action was taken since the Board did not have a quorum.

Please review this information when this request is considered.

City of Wichita
City Council Meeting
June 26, 2012

TO: Wichita Housing Authority Board Members
SUBJECT: Section 8 Administrative Plan Revisions
INITIATED BY: Housing and Community Services Department
AGENDA: Wichita Housing Authority (Consent)

Recommendation: Review and approve the Section 8 Administrative Plan revisions for the Section 8 Housing Choice Voucher Program.

Background: The Governing Board of the Housing Authority must approve revisions to the Section 8 Administrative Plan before changes can be implemented. Changes which the Housing Authority Board approved in prior actions are now being incorporated into the official Administrative Plan for the program.

Analysis: The revisions which are presented for approval include Notification of Reasonable Accommodation form, clarification of participants' request for additional bedroom subsidy, and revisions to inspection deficiencies timelines.

Financial Considerations: None

Goal Impact: The Section 8 Housing Choice Voucher program addresses the Promote Economic Vitality and Affordable Living goal.

Legal Considerations: The Law Department has reviewed the revisions made to the Section 8 Administrative Plan and approved as to form.

Recommendations/Actions: It is recommended that the Wichita Housing Authority Board review and approve the Section 8 Administrative Plan revisions for the Section 8 Housing Choice Voucher Program.

Attachment: Summary of revisions to the Section 8 Administrative Plan.

REVISION GUIDE
For Housing and Community Services Department
Wichita Housing Authority
Section 8 Administrative Plan
June 26, 2012

SECTION OF PLAN	REVISIONS
1.3 Communication	Notification of Reasonable Accommodation form provided to all current and new families in Section 8 Housing Choice Voucher program.
6.0 Assignment of Bedroom Sizes	Children of the opposite sex, <i>both from birth to age of 5 will share a bedroom. (Revised 6-26-2012)</i> Medical Equipment/Supplies or an Apparatus for reasonable accommodation
12.0 Inspection Policies, Housing Quality Standards, and Damage Claims	Changing 30 calendar days to correct deficiencies to 24 calendar days.
12.6 Emergency Fail Items	M. No Utility (Gas, Electric, Water) or Trash Service as 24 hours emergency item.
12.8 Inclement Cold Weather Plan	Landlord may request Inclement Cold Weather Plan extension for Lead-Based paint corrections during November 1 through March 31 to make corrections on the exterior of dwelling units.
13.1 Participant Responsibilities to comply With Request for Additional Bedroom for Reasonable Accommodation	Clarifying client expectation to complete their inspection deficiency during allotted time:
14.2.E Live-In Aide	Family requesting an additional bedroom to accommodate Live-in Aide must complete the Request for a Reasonable Accommodation form and have their physician complete and both must sign the document. (Revised 6-26-2012)
14.2.F Additional Bedroom for Reasonable Accommodation for Medical Equipment/Supplies or an Apparatus	Clarifying participant request, approval and responsibilities for an additional bedroom subsidy for Medical Equipment/Supplies or an Apparatus. (Revised 6-26-2012)
14.2.G Additional Bedroom for Reasonable Accommodation for Child or Spouse that cannot share a room for medical reasons	Clarifying participant request, approval and responsibilities for an additional bedroom subsidy for spouse or child that cannot share a room for medical reasons.
Appendix 5	Notification of Reasonable Accommodation form

City of Wichita
City Council Meeting
June 26, 2012

TO: Wichita Airport Authority

SUBJECT: South Maintenance Yard Paving and Drainage Improvements
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the project and the contract.

Background: This project will make improvements to the South Maintenance Yard where airfield equipment and materials are stored and maintained. These improvements will include new pavement, improved drainage, enhanced security, improved airfield safety, and an expanded communications system. The existing buildings will also be connected to the sanitary sewer system. A new glycol storage and containment facility will be constructed to better serve the airfield during winter weather events. This project is included in the Capital Improvement Program.

Analysis: Certified Engineering Design (CED) was selected from four proposals received in the Staff Screening process as providing the most experience and best value for design and bid services. AR 1.2 was followed for the selection of the consultant and staff recommends approving Certified Engineering Design as the project's consultant.

Financial Considerations: The budget requested to initiate the project is \$1,000,000, which is the amount identified in the adopted 2011-2020 CIP. The contract with CED in the amount of \$108,708 includes design and bid-phase services. Since the adoption of the CIP in 2011, the project definition has been modified from a paving and drainage project to include security, safety, and communications improvements. The design phase will better identify the project specifics and anticipated costs, and then staff will evaluate the specific project elements and complete the design. Once full project costs are determined at the end of the design phase, the project budget may be increased to match the work to be constructed. The project will be funded with Passenger Facility Charge (PFC) receipts.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements which support a safe airfield environment.

Legal Considerations: The Law Department has approved the contract as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority initiate the project, approve the budget and contract.

Attachments: Contract.

CONTRACT
for
CONSULTING SERVICES
between
WICHITA AIRPORT AUTHORITY

and

CERTIFIED ENGINEERING DESIGN, P. A.

THIS CONTRACT, made this _____ day of _____, 2012 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, party of the first part, hereinafter called the "OWNER" and Certified Engineering Design, P. A., 1935 W. Maple, Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That,

WHEREAS the OWNER is engaged in the operation of Mid-Continent Airport; and whereas it is the desire of both parties that the CONSULTANT furnish consulting services in conjunction with the South Maintenance Yard Paving and Drainage Improvements (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and

WHEREAS this Agreement and all subconsultant agreements shall be governed by the laws of the State of Kansas.

WHEREAS the OWNER is authorized by law to employ a consultant to provide professional consulting services NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES:

The Scope of Services to be performed by the CONSULTANT shall be as outlined in EXHIBIT A.

ARTICLE II - THE CONSULTANT AGREES:

- A. To provide the professional services, equipment, material and transportation to perform the tasks as outlined in ARTICLE I, SCOPE OF SERVICES.
- B. To designate a project manager who will coordinate all work and be the point of contact for communications and to submit qualifications of the proposed project manager to the OWNER in advance of the Notice to Proceed. The OWNER reserves the right to withhold the Notice to Proceed until a qualified project manager is designated. The OWNER shall concur with any changes to this assignment.
- C. To submit to the OWNER in a timely manner, editable, electronic files of all surveys and drawings in AutoCAD format and specifications in Microsoft Word. Each submittal shall be in a single, organized file that mimics the plans and specifications.

- D. To save and hold OWNER harmless against all suits, claims, damages and losses for injuries to third parties or their property or to the OWNER and its property arising from or caused by negligent acts, errors or omissions of CONSULTANT, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement. This liability shall extend to consequential damages suffered by OWNER as a result of loss of revenue, loss of grant or other funding mechanisms, regulatory penalties, changes in construction requirements, or changes in regulatory compliance requirements.
- E. To maintain all books, documents, papers, accounting records, and to make such material available at the CONSULTANT'S office at reasonable times during the contract period, and for three years from the date of final payment under the Agreement, for inspection and/or duplication by the OWNER or authorized representatives.
- F. To not, on the grounds of race, color, sex, national origin, age or handicap, discriminate or permit discrimination in violation of any federal, state or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONSULTANT, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B. The OWNER reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.
- G. That it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONSULTANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT assures that it will require that their covered suborganizations provide assurances to the OWNER that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- H. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work described in EXHIBIT A.
- I. To submit billings to the OWNER for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONSULTANT and approved by the OWNER. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the OWNER, which shall include a record of the percentage completion evidenced by approved deliverables, of the number of days allocated for completion of the work, the number of days that have elapsed, and the number of days that remain to complete the work. Progress billings shall also include copies of subconsultant

invoices to the CONSULTANT for the same billing period. Payment to subconsultants, for satisfactory performance shall be made within 30 days of receipt of payment and no retainage shall be withheld. Any delay or postponement of payment from the referenced time frame may occur only for good cause and following written approval of the OWNER.

- J. To complete and deliver plans to the OWNER within the time allotted for the work as stipulated herein; except that the CONSULTANT shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT. The schedule is outlined in EXHIBIT C, attached hereto and incorporated herein by reference.
- K. To covenant and represent to be responsible for the professional and technical accuracy and the coordination of all drawings or other work or material furnished by the CONSULTANT under this Agreement.

CONSULTANT further agrees, covenants and represents that services furnished by CONSULTANT, its agents, employees and subconsultants under this Agreement shall be free from negligent errors or omissions.

- L. That all specifications and bid documents prepared in accordance with the work required by this Agreement shall contain a clause that provides the following:

"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the OWNER shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

- M. To procure and maintain such professional liability insurance as will protect the CONSULTANT from damages resulting from negligent acts and/or omissions of the CONSULTANT, its agents, officers, employees and subconsultants in an amount not less than \$2,000,000 per claim, with tail coverage extending for 3 years after PROJECT completion, subject to deductible of the greater of \$10,000 or such amount that the CONSULTANT can demonstrate to OWNER'S satisfaction is financially prudent. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by OWNER.

To procure and maintain a Worker's Compensation policy with coverage amounts sufficient to meet statutory requirements. This policy shall contain an "all-states" endorsement. In addition, an Employers Liability policy with coverage in the sum of not less than \$1,000,000 shall be provided and maintained. This policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law. The CONSULTANT shall maintain such insurance through the duration of the PROJECT.

To procure and maintain a comprehensive general liability policy for the duration of the PROJECT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than

CONSULTANT'S employees) or damage to property of the OWNER or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees, or subconsultants in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$1,000,000 per occurrence for bodily injury, death and property damage. The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations. Satisfactory Certificates of Insurance shall be filed with the OWNER prior to the time CONSULTANT starts any work under this Agreement. The CONSULTANT shall maintain such insurance through the duration of the PROJECT. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

- N. Its agents, employees and subcontractors, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in effect and which apply to its activities on Airport property, including such rules, regulations, orders and/or restrictions that may be adopted, enacted or amended during the term of this Agreement.
- O. That all information provided by the OWNER and/or developed for the PROJECT shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of OWNER, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:
 - 1. Within the public domain at the time of its disclosure.
 - 2. Required to be disclosed by a court of competent jurisdiction or Government order.
 - 3. Approved by the OWNER for publicity.
 - 4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.
- P. The CONSULTANT and the OWNER shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in any proposal or contract documents is deemed void.
- Q. That the project documents are exclusive property of the Wichita Airport Authority. The use of the project documents, including the Drawings, Specifications, Shop Drawings, all material in electronic format and project record documents, for any other purpose or project is prohibited, without the expressed written consent of the Wichita Airport Authority.
- R. To work exclusively for the OWNER on all aspects of this Project.

ARTICLE III - THE CONSULTANT CERTIFIES:

- A. The CONSULTANT has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the CONSULTANT) to solicit or secure this Agreement.
- B. The CONSULTANT has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. By acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

ARTICLE IV - THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT available to the OWNER. All data shall be considered confidential unless otherwise noted.
- B. To provide standards, as available, for the PROJECT.
- C. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.
- D. To provide the right of entry into secured areas for CONSULTANT'S personnel, subject to all rules and regulations of the OWNER, the Transportation Security Administration and Federal Aviation Administration regarding airfield safety and security.
- E. To pay all applicable design phase fees, unless otherwise stated herein.
- F. To abate asbestos, as needed, within the work zone.
- G. To indemnify and hold the CONSULTANT harmless against OWNER'S negligent acts and errors.

ARTICLE V - PAYMENT PROVISIONS:

- A. Payment to the CONSULTANT for performance of the specified services shall be as described hereinafter.
 - 1. Payment to the CONSULTANT for the performance of design services shall be a lump sum fee amount of \$103,948.00 and for bid phase services shall be a lump sum fee of \$4,760.00. The total not to exceed lump sum amount of this Agreement is \$108,708.00 (EXHIBIT D)

2. Payment to the CONSULTANT for the performance of the construction phase services shall be negotiated at a later date.
- B. During the course of the Agreement any scope changes anticipated or detected by the CONSULTANT shall immediately, and in writing, be brought to the attention of the OWNER along with an estimate of actual costs and impact to the schedule. The CONSULTANT shall give the OWNER the opportunity to mitigate any and/or all impacts of the proposed scope changes. For potential scope changes initiated by the OWNER, the OWNER shall provide to the CONSULTANT, in writing, the known details of the proposed scope change and the CONSULTANT shall proceed to provide a timely response. In no case shall additional work be performed nor shall additional compensation be paid except on the basis of an executed supplemental agreement.
- C. Final payment shall not occur until all work is complete and approved by the OWNER.

ARTICLE VI - THE PARTIES HERETO MUTUALLY AGREE:

A. TERMINATION OF CONTRACT

1. That the right is reserved to the OWNER to terminate this Agreement or any portion of phase of this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned; PROVIDED, however, that in such case the CONSULTANT shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for profit. Upon receipt of such notice, Services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the OWNER and become the possession of the OWNER.
 2. Any violation or breach of the terms of this Agreement on the part of the CONSULTANT or subconsultant(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the OWNER may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate agreement or otherwise, for the account and at the expense of the CONSULTANT. The CONSULTANT shall be liable to the OWNER for those costs associated with the remedy of the breach of terms.
 3. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- B. That the specifications, plans and other deliverables shall become the property of the OWNER upon delivery or termination of the Services in accordance with this Agreement. The OWNER shall not hold the CONSULTANT and subconsultants liable upon the OWNER'S reuse of any part of deliverables, and there shall be no restriction or limitation on their further use by the OWNER. Consultant's seal and name shall not be reproduced on such documents if reused by the OWNER.

- C. That the services to be performed by the CONSULTANT under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the OWNER.
- D. In the event of unavoidable delays in the progress of the work, reasonable extensions in the time will be granted by the OWNER, provided, however, that the CONSULTANT shall request extensions in writing giving the reason therefore.
- E. Unless otherwise provided in this Agreement, the CONSULTANT and agents, servants, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- F. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
- G. For good cause, and as consideration for executing this Agreement, the CONSULTANT, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the OWNER all right, title, and interest in and to all causes of action it may now or hereafter require under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the OWNER pursuant to this Agreement.
- H. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- I. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.

RECEIVED

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____

Certified Engineering Design, P. A.
1935 W. Maple
Wichita, Kansas 67213

By: _____

Title: President
"CONSULTANT"

ATTACHMENTS: EXHIBIT A – Scope of Services
EXHIBIT B – Equal Employment Opportunity
EXHIBIT C – Project Schedule
EXHIBIT D – Fee Schedule
EXHIBIT E and E-1 – Maps

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AIRPORT ENGINEERING

W.A.A.

SCOPE OF SERVICES

DESIGN, BID AND CONSTRUCTION PHASES

(May 22, 2012)

The Consultant shall furnish professional services as required for the development of plans, technical specifications and construction cost estimates for the project in the format and detail required by Airport Engineering. Plans shall be prepared on standard sized sheets, unless otherwise allowed. The Consultant's project manager shall be a professional engineer licensed by the State of Kansas and experienced to manage the project described within the Request for Proposal.

The services provided shall be a cost-effective design that shall have had alternatives evaluated by the Consultant, where applicable. When alternates are evaluated an estimated construction cost estimate comparing the alternatives shall be part of a pre-design submittal. Incidental services may include such items as design approvals by applicable departments and agencies, construction phasing, etc. The Consultant shall provide minutes of all meetings within 5 days of such events.

The Consultant shall submit plans and otherwise make arrangements with all review agencies. The Owner shall pay for any design phase plan review and permitting fees.

Field notes, construction drawings and specifications and other pertinent project records are to be provided via hard copies, CD-ROM, or other acceptable media, all labeled. The plan files, either in AutoCAD drawing files or DXF/DXB file format, are to be a single file with tabs for each discipline/drawing, including any X-referenced files. Layering, text fonts, etc. are to be reviewed and approved by Airport Engineering during the preliminary design phase. Text fonts other than standard AutoCAD files are to be included with drawing files.

PHASE I – DESIGN PHASE

1. Pre-Design: Prior to the start of design the Consultant shall meet with Airport staff for a pre-design meeting. In addition to covering the elements of the project the pre-design meeting shall be used to acquaint the Consultant with the Airport procedures.
2. Data Collection/Field Surveys: Provide technical personnel and equipment to obtain data as required for the design and to document all utilities within the limits indicated. Airport Engineering staff will provide available record drawings and prior relevant studies to aid the work however the Consultant shall be responsible for verifying the accuracy of the information. All utilities shall be identified by owner of that utility. Data collection shall include locating existing utilities using pot holing or similar techniques.
3. Geotechnical Investigations: Provide a geotechnical report of the soil conditions.

4. Preliminary Design: Submit two (2) copies of the preliminary design for review. A preliminary construction cost estimate shall be a part of this submittal. Consultant shall meet with Airport staff to discuss the submittal.
5. Office Check: Submit two (2) copies of the office check plans and applicable supplemental technical specifications for review. Airport Engineering staff shall provide the specifications PART I, BIDDING/CONTRACTING INFORMATION and PART II, GENERAL CONDITIONS. The Consultant shall assist with preparing the bid form information and miscellaneous activities to allow assemble a complete specification by the Consultant. Customizing the specifications and/or developing technical specifications shall be considered part of the Consultant's responsibility. An updated construction cost estimate shall be a part of this submittal. Consultant shall meet with Airport staff to discuss the submittal and field check the plans with the staff.

On projects needing permits (such as from the Office of Central Inspection, the FAA Form 7460-1, Notice of Proposed Construction or Alteration or the Discharge from Construction Activities NPDES General Permit for Storm Water) the Consultant shall assist Airport Engineering staff in preparing the application(s) by providing technical information. Airport Engineering staff will make the actual application.

6. Final Design: Prepare 100% plans and specifications along with an itemized construction cost estimate. Once there is final approval of the design deliver the original tracings, and a hard copy of the complete specifications to the Airport for printing. Also deliver an e-file of the plans and specifications. Consultant shall submit documents for plan review, if applicable, in time for the review comments to be incorporated into the bid package.

PHASE II -- BIDDING PHASE

7. Pre-Bid Meeting: Consultant shall conduct the pre-bid meeting at the Airport. Included with this meeting will be a site tour where the Consultant will attend and explain the project.
8. Bidding Period: Consultant shall be responsible to answer technical questions and develop addenda.
9. Construction Cost Estimate: Provide a final construction cost estimate that will be considered the official Engineer's Opinion of Probable Construction Cost.

PHASE III -- CONSTRUCTION RELATED SERVICES PHASE

10. Pre-Construction Meeting: Consultant shall conduct the pre-construction conference. Airport staff will provide briefings for such items as airport safety, security, operational and environmental.
11. Construction Period: Consultant shall provide these services:
 - Shop drawing reviews.
 - Periodic and final pay request reviews.
 - Answer technical questions.

- Provide independent evaluations of proposed construction changes regarding costs and time.
- Take construction photos.
- Evaluate the contractor construction schedules.
- Evaluate testing for acceptance.
- Prepare change orders, if appropriate and independently review contractor provided costs and time changes.
- Near full time construction observations services.
- On-site weekly project meetings.
- Participate in preliminary and final inspection(s) and develop the punch lists and keep them current.

12. Post Construction: Consultant shall provide these services:

- Consultant shall ensure the closeout documents are provided by the contractor.
- Within 10 days of final acceptance provide a Certificate of Acceptance on the work. The Certificate of Acceptance shall be on letterhead, signed by the project manager.
- Within 30 days of substantial completion the Consultant shall prepare record drawings and furnish one set of prints for Owner review. Select photos shall be integrated into the record drawings (anticipate no more than 10). Once the review is complete provide within 15 days one set of reproducible and electronic files of the plans and specifications to the Owner.
- Within 30 days of substantial completion the Consultant shall provide a photocopy of the on-site inspection and observation logs, bound and labeled.
- When applicable, the Consultant shall provide whatever documentation is needed to satisfy the City of Wichita regarding systems tied into the water, sanitary and storm sewer systems.
- Within 30 days of substantial completion provide to the Owner a single AutoCAD file of all the utilities within the project limits.
- During the warranty period the Consultant shall assist the Owner resolving warranty issues.

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

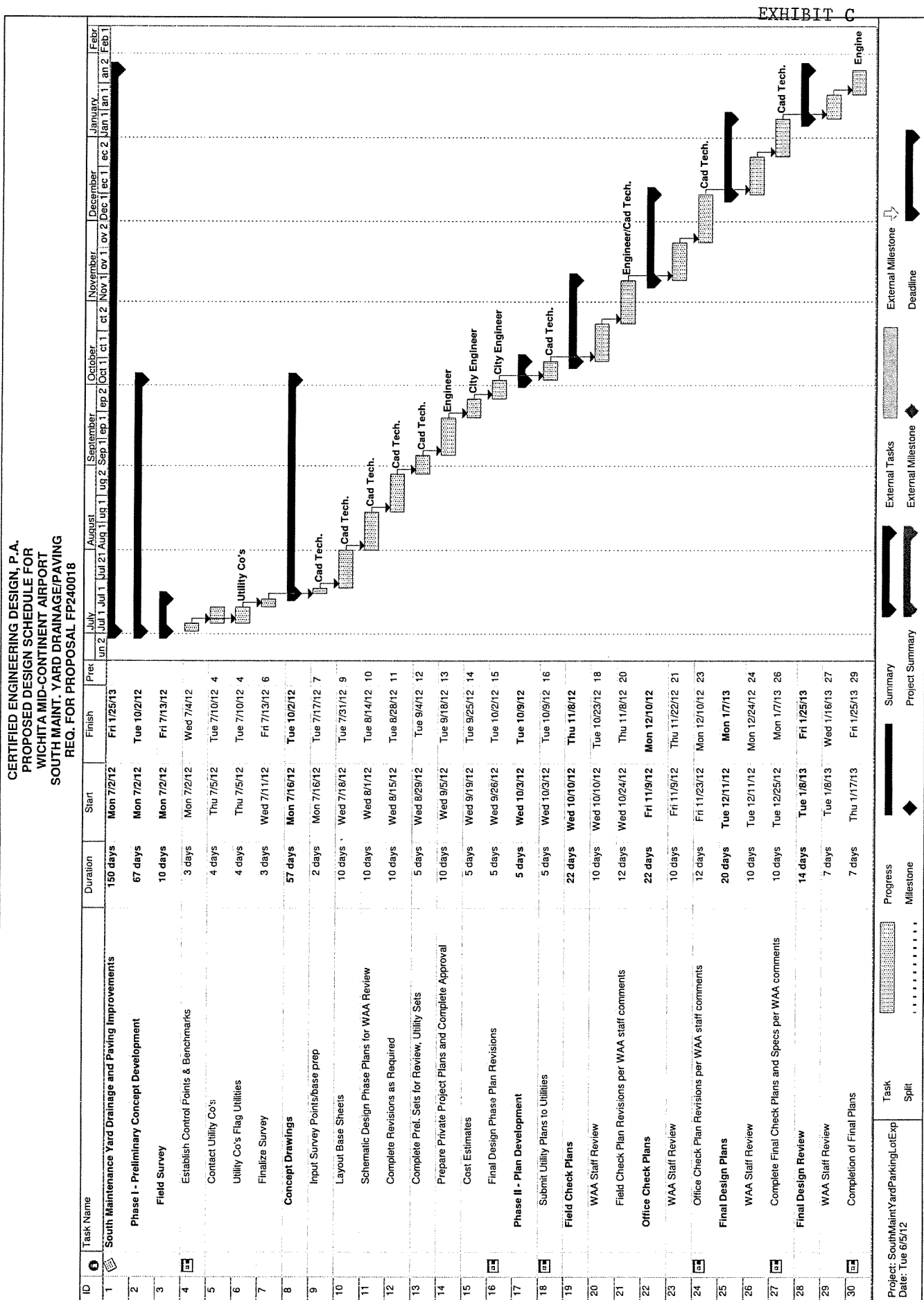
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds;

provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

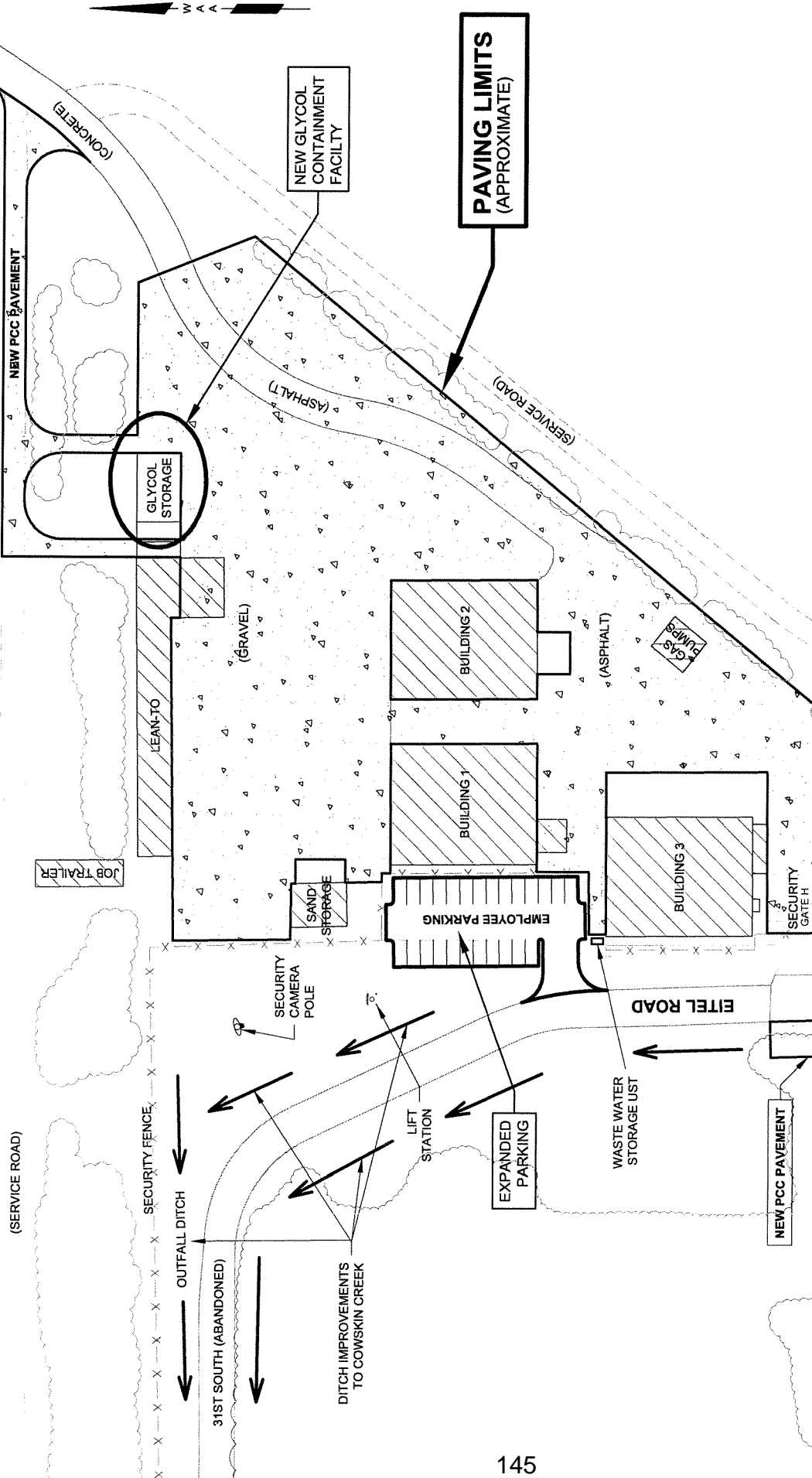
CERTIFIED ENGINEERING DESIGN, P.A.
 PROPOSED DESIGN SCHEDULE FOR
 WICHITA MID-CONTINENT AIRPORT
 SOUTH MAINT. YARD DRAINAGE/PAVING
 REQ. FOR PROPOSAL FP240018



**CERTIFIED ENGINEERING DESIGN, P.A.
REQUEST FOR PROPOSAL FP240018
SOUTH MAINTENANCE YARD PAVING AND DRAINAGE IMPROVEMENTS
DESIGN FEE FOR CIVIL, ELECTRICAL AND STRUCTURAL DESIGN SERVICES
WICHITA AIRPORT AUTHORITY, MID-CONTINENT AIRPORT, WICHITA, KS
THURSDAY, MAY 31, 2012**

ITEM	PRINCIPAL	DESIGN ENGINEER	ENG. TECH.	SURVEY CREW	TOTALS
PHASE 1-DESIGN PHASE*					
ENGINEERING SURVEY				55	
BASE SHEET PREPARATION		20	40		
SCHEMATIC DESIGN PHASE		20	40		
FIELD CHECK PLANS		16	32		
OFFICE CHECK PLANS		20	24		
FINAL PLANS		20	24		
PLAN REVIEW		24	32		
PRIVATE PROJECT PLANS		8	40		
REVISIONS		40	80		
CONSTRUCTION QUANTITIES		16	8		
EROSION CONTROL PLAN, NOI APPLICATION		24	16		
COORDINATION WITH SUBCONTRACTORS		24	16		
STORMWATER QUALITY PLAN		40	0		
DESIGN REVIEW MEETINGS(4 REVIEWS)		40	16		
TOTAL HOURS	0	312	368	55	735
RATE PER HOUR	\$26.67	\$40.00	\$25.00	\$50.00	
TOTAL HOURLY COSTS	\$0	\$12,480	\$9,200	\$2,750	\$24,430
OVERHEAD				1.25	\$30,538
FEE(15%)					\$8,245
PRINTING COSTS					\$1,500
				SUBTOTAL	\$65,448
SUBCONSULTANTS					
JOHNSON ENGINEERING(ELECTRICAL)					\$13,100
ENGINEERING CONSULTANTS(STRUCTURAL)					\$16,500
BETZEN TRENCHING(POTHOLING UTILITIES) Maximum 40 hours @\$150/hr.. Due to Variable nature of this work. Time required over 40 hours will be billed @ \$150/hr.. Excludes Rock Excavation).					\$6,000
TERRACON CONSULTANTS(GEOTECHNICAL INVESTIGATION)					\$2,900
				SUBTOTAL	
				PHASE 1	\$103,948
PHASE 2-BIDDING PHASE					
BIDDING QUESTIONS		24			
CONSTRUCTION COST ESTIMATE		16			
TOTAL HOURS	0	40	0	0	40
RATE PER HOUR	\$26.67	\$26.67	\$20.00	\$47.75	
TOTAL HOURLY COSTS	\$0	\$1,067	\$0	\$0	\$1,067
OVERHEAD				1.25	\$1,334
FEE(15%)					\$360
				SUBTOTAL	\$2,760
SUBCONSULTANTS					
JOHNSON ENGINEERING(ELECTRICAL)					\$1,000
ENGINEERING CONSULTANTS(STRUCTURAL)					\$1,000
				SUBTOTAL	
				PHASE 2	\$4,760
				NOT TO EXCEED TOTAL	\$108,708

EXHIBIT E-1



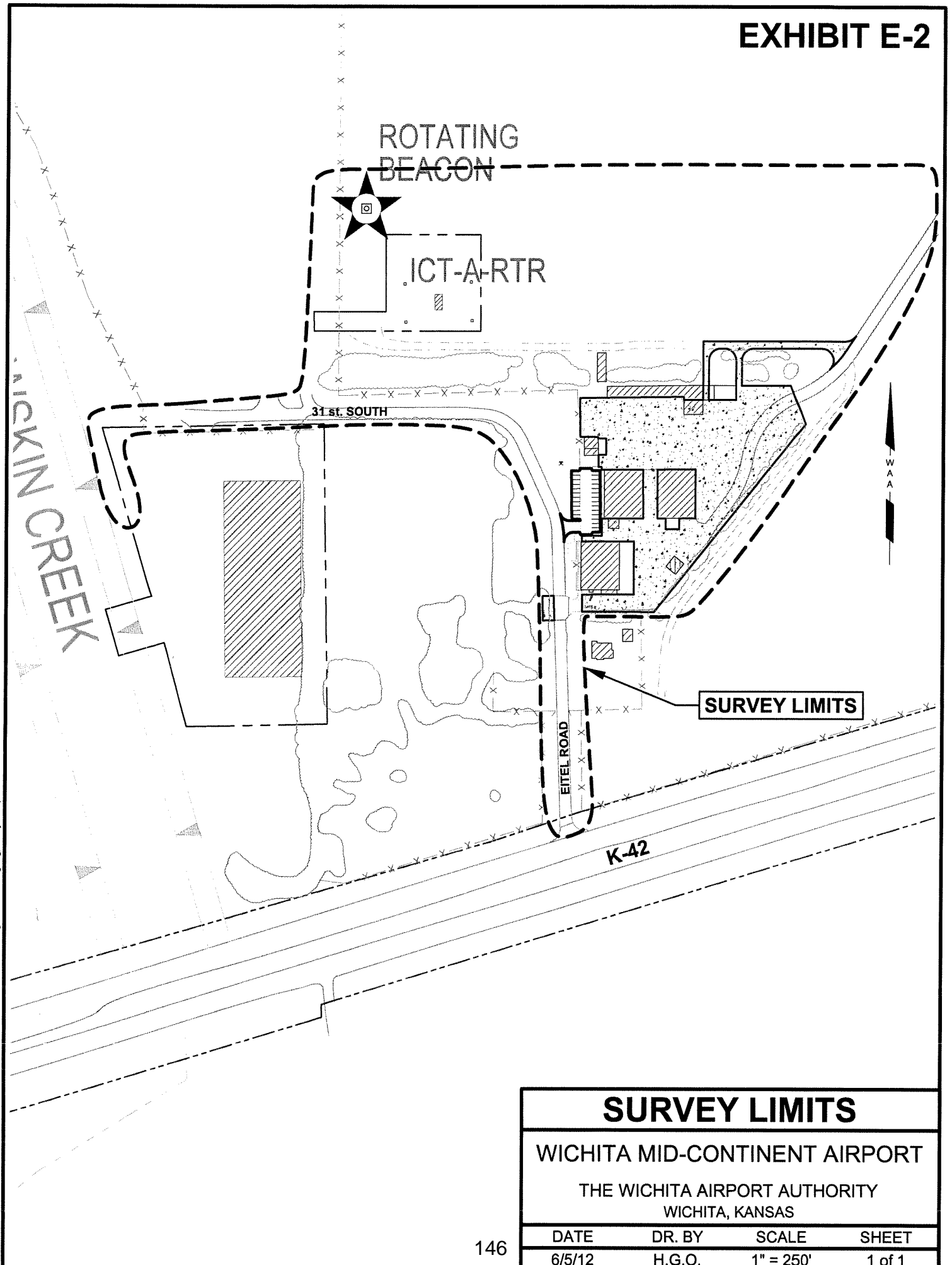
AIRPORT MAINTENANCE YARD

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
6/5/12	H.G.O.	1" = 100'	1 of 1

EXHIBIT E-2



SURVEY LIMITS

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
6/5/12	H.G.O.	1" = 250'	1 of 1